



**SPECIAL CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, BABCOCK ROOM  
FEBRUARY 14, 2017  
6:00 PM**

Call to order

1. Discussion regarding Appointment to Arts Commission (Council Memo No. 15)

Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.**

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

February 9, 2017

Council Memorandum No. 15

The Honorable Mayor  
and  
Members of the City Council

Subject: Arts Commission Appointment Discussion

Council Members:

Discussion of appointment to the Arts Commission is scheduled for Tuesday, February 14, 2017, from 6:00-6:15 p.m. in the Babcock Conference Room in the Municipal Center. You will need your badge to have access to the room.

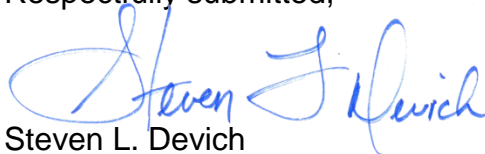
The following materials are included for your review:

- Applicant list with preference(s) indicated
- Commission applications
  - **NOTE: Only applicants not appointed on January 24, 2017 that indicated a preference for the Arts Commission are included.**

Approval of the appointment is scheduled for the February 14, 2017 Council meeting.

Contact me if you have any questions.

Respectfully submitted,



Steven L. Devich  
City Manager

SLD:jjv

Email: Assistant City Manager  
Department Directors



**SPECIAL CITY COUNCIL WORKSESSION  
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM  
FEBRUARY 14, 2017  
6:15 PM**

Call to order

1. 6:15 p.m. - 6:45 p.m.  
Discussion regarding City insurance of sewer lines (Council Memo No. 16)
2. 6:45 p.m. - 7:00 p.m.  
Discussion regarding the Council Rules of Procedure and Decorum (Council Memo No. 17)

Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.**

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

February 9, 2017

Council Memorandum No. 16

The Honorable Mayor  
and  
Members of the City Council

Subject: City Insurance of Sewer Lines - February 14, 2017 Work Session Item #1

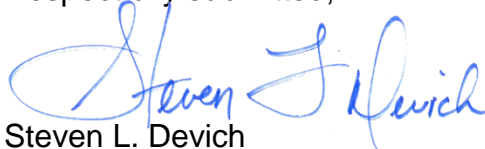
Council Members:

At the February 14, 2017 work session Richfield resident Robert Hall will present his idea for the City of Richfield to insure sewer lines to resident's homes. Mr. Hall believes that the City would be better served by creating its own self-funded sewer line insurance program to offer to Richfield residents, instead of the current private/public partnership currently offered through Service Line Warranties of America.

Staff has not spent any significant time or resources looking at such an idea up to this point. If the City Council wishes staff to spend time and resources to explore the idea and report back to the Council, please give staff such direction.

Please contact me if you have any questions.

Respectfully submitted,



Steven L. Devich  
City Manager

SLD:jjv

Email: Assistant City Manager  
Department Directors

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

February 9, 2017

Council Memorandum No. 17

The Honorable Mayor  
and  
Members of the City Council

Subject: Richfield City Council Rules of Procedure and Decorum

Council Members:

Recently, the City Attorney and staff conducted a review of the City Council Rules of Procedure and Decorum and determined that some updates need to be made in order to be in compliance with current laws and practices (attached).

At the February 14, 2017 work session these updates will be briefly reviewed with Council Members. Any other suggested modifications can also be discussed at this time.

It is staff's intent to bring the updated Rules of Procedure and Decorum to the Council for its consideration at the February 28<sup>th</sup> regular meeting.

Please contact me if you have any questions.

Respectfully submitted,



Steven L. Devich  
City Manager

SLD:pd  
Attachment  
Email: Assistant City Manager  
Department Directors

## **RICHFIELD CITY COUNCIL**

### **RULES OF PROCEDURE AND DECORUM**

#### **SECTION 1. PURPOSE**

- Subd. 1. General. It is recognized that in order to enhance the concept of effective and democratic government, it is essential that a legislative body establish formal rules of procedure and decorum so that a true deliberative process will be observed and not disturbed.

#### **SECTION 2. GENERAL**

- Subd. 1. Law. The City Charter, Ordinances, and State Statutes governing the City Council shall be followed and supplemented by the Rules of Procedure and Decorum of the City Council.
- Subd. 2. General Rules. In all matters of parliamentary procedures, the Council shall be governed by the latest printed edition of the STURGIS STANDARD CODE OF PARLIAMENTARY PROCEDURE as published from time to time except as modified by these rules and the rules set forth in Section 205 of the City Code.

#### **SECTION 3. COUNCIL MEETINGS**

- Subd. 1. Regular Meetings. Regular meetings of the Council shall be held, without necessity for notice, every second and fourth Tuesday commencing at 7:00 p.m. in the City Council Chambers, 6700 Portland Avenue, Richfield, Minnesota.
- Subd. 2. Other Locations. The Council may, from time to time, elect to meet at other locations within and outside the City and upon such election shall give public notice of the change of location in accordance with State law and the City Charter.
- Subd. 3. Location During Local Emergency. If, by reason of emergency, it shall be unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or designate.
- Subd. 4. Special Meetings. The Mayor or any two members of the Council may call a special meeting of the Council by filing a written request with the City Clerk. The City Clerk will mail a notice to all Council Members of the time and place of the meeting at least one day before the meeting. upon at least 12 hours written notice to each member of the Council. The notice shall be delivered personally to each member or shall be left at the Council Member's usual place of residence with some responsible person. Special meeting notices will not be published, but will be posted at City Hall and on the City's website, the Hennepin County Library located within the City and the City's Community Center.

#### **SECTION 4. PRESIDING OFFICER**

- Subd. 1. Who Presides. The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. The presiding officer shall have the power to preserve strict order and decorum at meetings, enforce the rules of procedure, and determine

without debate, subject to the final decision of the Council on appeal, all questions of procedure and order.

- Subd. 2. Appeal of the Ruling of the Presiding Officer. Any member of the Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council Member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority vote.
- Subd. 3. Rights of the Presiding Officer. The presiding officer may speak on any question and make motions and second motions.

## SECTION 5. AGENDA

- Subd. 1. Matters for Consideration. Matters for Council action shall be submitted by members of the Council and residents to the City Manager.
- Subd. 2. Preparation. An agenda of business for each regular meeting shall be prepared in the office of the City Manager and completed by 4:30 p.m. on the Friday preceding a meeting. ~~Copies thereof delivered~~The full agenda will be provided to each Council Member as far in advance of the meeting as time for preparation will permit.
- Subd. 3. Order of Business at Regular Meetings. At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following manner:
- (a) approval of minutes of previous meeting
  - (b) presentations
  - (c) Council discussion
  - (d) agenda approval
  - (e) consent calendar
  - (f) public hearings
  - (g) proposed ordinances
  - (h) resolutions
  - (i) City Manager's report
  - (j) other business
- Subd. 4. Varying Order of Business. The presiding officer may vary the order of business.
- Subd. 5. Minutes. Subdivision 1. Approval of Minutes. The clerk shall provide a ~~printed~~ copy of the minutes of each meeting to each Council Member ~~as soon as possible after each meeting~~with the full agenda of the next regular meeting. If such ~~printed~~ copies have been distributed to Council Members in advance of the next regular meeting of the Council the minutes may be approved without verbatim reading. Amendments or corrections proposed by any member of the Council shall be made by the clerk, but no amendment to which objection is raised by any member shall be made without the approval of a majority of the Council.
- Subd. 2. General Contents of Minutes. The clerk shall record all material matters considered by the Council in the minutes. Minutes shall be summary minutes. Ordinances, resolutions, communications and claims considered by the Council need not be recorded in full in the minutes if they appear in other permanent records of the clerk and can

be accurately identified from the description given in the minutes. The Council may, in its discretion, direct that any one of the above be fully set out in the minutes.

Subd. 6. Consent Agenda. In the preparation of the agenda for a meeting, the City Manager may place certain items of business on a consent calendar. A member of the Council wishing to remove any item from the consent calendar may do so at the time that the consent calendar is reached on the general Council agenda. Any item removed from the consent calendar shall become one of the regular agenda items of the meeting. All items not so removed from the consent calendar may be passed by a single, non-debatable motion. Matters proposed by the City Manager for the consent agenda shall be those that the City Manager deems to be of a routine, non-controversial nature.

Subd. 7. Items Not on the Agenda. The Council may consider items not appearing on the agenda as normal business if a Council Member does not raise an objection. If a Council Member raises an objection, a vote of the majority of the Council Members present shall determine the appropriateness of further consideration of the matter at that time. The Council may not take action on any item that requires public notice or hearing.

Subd. 8. Presentation of Agenda Item. ~~The City Manager~~A Council Member shall introduce each agenda item, ~~unless done so by a Council Member,~~ followed by the presiding officer's opening of the item for Council discussion. Oral summaries of ~~S~~staff ~~R~~eports on agenda items will not be given by staff, but the City Manager and appropriate staff will stand for questions and clarification on items.

Subd. 9. Public Participation. Members of the public may address the City Council during:

(a) Public hearings.

(b) Open Forum. Prior to the commencement of the official business of the Council at regularly scheduled Council meetings (7:00 p.m. to 7:15 p.m.) members of the public will be afforded the opportunity to address the Council on City business and items that are not on the meeting's agenda. Open Forum will be limited to a total of 15 minutes and each speaker will be limited to 3 minutes. Individuals will not be permitted to give their time to others. The City Council may, by majority vote, extend the time limit.

All persons wishing to speak during the Open Forum may register either with the City Manager's office no later than 4:00 p.m. on the day of the regularly scheduled Council meeting or by completing an Open Forum registration card and returning it to a staff member.

Registration shall include their name, address and the topic on which they wish to speak. Staff will provide a list of the Open Forum speakers to the presiding officer at the start of each Open Forum. ~~Those who registered with the City Manager's office will be allowed to speak first, followed by those completing the registration card, and then by members of the audience wishing to speak.~~



If there are more people registered than time allows, the Council may, after a majority vote of the City Council, provide a second Open Forum limited to a total of 15 minutes directly before the adjournment of the meeting. Speakers will be restricted to 3 minutes each. The City Council may, by majority vote, extend the time limit.

From the dais, the presiding officer will have the ability to control the red/yellow/green light monitor to alert speakers of their time allotment ~~and control the sound of the speaker's microphone.~~

Speakers will not be permitted to make direct or inferred comments on personality conflicts with City Council, commission or staff members and speakers who make personal attacks, campaign endorsements or campaign statements will lose the opportunity of addressing the Council in Open Forum.

City Council will not take official action on items discussed during Open Forum, except to refer items to staff or commission for future report. Council Members may ask questions for clarification purposes, but they may wish to investigate or research issues before responding. City Council or staff members will respond at a later date. ~~by letter, telephone or in person.~~

The Open Forum shall be videotaped and/or cablecast.

- (c) Specific issues scheduled on the agenda, other than public hearings, if no Council Member raises an objection. If a Council Member raises an objection, a vote of the majority of Council Members present shall determine the appropriateness of accepting public comment on the matter under consideration.
- (d) Items coming before the Council from the Planning Commission, HRA and other boards and commissions that do not require a public hearing may, by a majority vote of the Council, be the subject for public discussion.

## SECTION 6. VOTING

Subd. 1. Procedure. The votes of the members on any ordinance, resolution or motion pending before the Council shall be by voice vote, unless the Mayor or any Council Member requests that a roll call vote be taken. The presiding officer shall call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.

~~Subd. 2. Voting Order for Roll Call. The clerk shall call for the vote in consecutive order of wards. The presiding officer shall always vote last.~~

Subd. 23. Discussion Prior to the Vote ~~Prior to the Vote~~ on Any Agenda Item or Council Action Requiring a Vote. Council Members are encouraged to publicly express their reasons for the vote that they will cast on any issue before the Council that requires a Council vote.

Subd. 34. Excused From Voting. A Council Member may be excused from voting on a matter properly before the Council only with the unanimous consent of the other members present, unless the member is required by law to abstain from voting. The Council Member must announce the member's

intention to abstain prior to the vote being taken. The clerk shall record the abstention as "Abstain—name."

## SECTION 7. RULES OF DECORUM

- Subd. 1. Council. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking, or refuse to obey the orders of the presiding officer.
- Subd. 2. Recognition. Members of the Council shall first be recognized by the presiding officer prior to addressing any other Council member, staff or member of the public. First names will not be used to address Council Members, staff or members of the public.
- Subd. 3. Discussion. At the request of any Council Member or the Mayor, Council discussion shall be limited as provided in this subdivision. When the rules of this subdivision are invoked, no member of the Council shall speak more than twice on any question, nor more than five minutes each time without consent of the Council.
- Subd. 4. Staff. Members of the City staff shall observe the same rules of order and decorum as are applicable to the City Council.
- Subd. 5. Pertinent to Matter Under Debate. Members of the Council, staff and public shall confine remarks to the matter under debate.
- Subd. 6. Addressing the Council. Each member of the public addressing the Council shall step up to the microphone provided for the use of the public and after being recognized by the presiding officer give his/her name and address in an audible tone of voice for the records, state the subject to be discussed, and state who the speaker is representing if representing an organization or other persons.

All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer.

No question may be asked of a Council Member or a member of the staff without the permission of the presiding officer. The presiding officer may impose a three-minute time limit on remarks by speakers, whenever in the presiding officer's judgment, a time limit is necessary in order to expedite the progress of the meeting or ensure the opportunity for other speakers to be heard. The City Council may, by majority vote, extend the time limit imposed by the presiding officer.

- Subd. 7. Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

- Subd. 8. After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing the permission to do so by a majority vote of the City Council.
- Subd. 9. Conduct. Any member of the Council, staff or person indulging in personal attacks or making impertinent, slanderous, or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt, or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting.
- Subd. 10. Members of the Audience. No person in the audience shall engage in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting. If, after being cautioned to cease and desists from such behavior, the behavior continues, the presiding officer may call a recess until such time that the members of the audience refrain from such conduct.

## SECTION 8. ENFORCEMENTS OF DECORUM

- Subd. 1. Warning. All persons shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, said officer may order the person removed from the meeting. If the person does not remove himself/herself, the presiding officer may order that the Sergeant-at-Arms remove the person.
- Subd. 2. Sergeant-at-Arms. The Public Safety Director, or such member or members of the Police Department, shall be Sergeant-at-Arms of the Council meetings. The Public Safety Director or such member or members of the Police Department shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council.
- Subd. 3. Resisting Removal. Any person who resists removal by the Sergeant-at-Arms may be charged with violating City ordinance or other applicable laws.
- Subd. 4. Motions to Enforce. Any Council Member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council shall require the presiding officer to do so.
- Subd. 5. Adjournment. In the event that any meeting is willfully disturbed by a person or group of persons so ~~as~~ that orderly conduct of the meeting is not feasible, and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting or at a special meeting called by the presiding officer.

## SECTION 9. WORK SESSION MEETINGS

- Subd. 1. General. Work Session meetings of the City Council may be held at the call of the Mayor. No official Council action will be taken at Work Session meetings.
- Subd. 2. Rules of Procedure and Decorum. The Rules of Procedure and Decorum of the City Council shall be observed in Work Sessions so far as they are applicable.
- Subd. 3. Audio Recording of Work Sessions. All Council Work Sessions shall be audio taped and maintained in the same manner used for recording and maintaining audio tapes for regular meetings of the Council.

#### SECTION 10. CAMERA AND RECORDING DEVICES

- Subd. 1. Use of Cameras and Recording Devices Limited. Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in the Council Chamber, but only in such a manner as will cause a minimum of interference with or disturbance of the proceeding of the Council.

#### SECTION 11. SEPARABILITY

- Subd. 1. General. If any section, subdivision, sentence, clause, phrase or portion of these Rules of Procedure and Decorum is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

#### SECTION 12. ITEMS PRESENTED TO COUNCIL

- Subd. 1. General. Any and all written materials, documents and other materials presented to the City Council at a Regular, Special or Work Session meeting including but not limited to maps, models, pictures and drawings shall become the property of the City.

#### SECTION 13. ORDINANCES AND RESOLUTIONS

- Subd. 1. Introduction and Adoption. All legislation of the City shall be by ordinance. Ordinances, resolutions and other matters requiring Council action shall be introduced by a member of the Council. The City Manager or Department Director may present ordinances, resolutions and other matters for consideration.
- Subd. 2. Readings. Every ordinance shall receive two readings before the Council prior to final adoption. An ordinance need not be read in full unless a member of the Council requests such a reading.
- Subd. 3. Emergency Ordinances. An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health and morals, safety, or welfare in which the emergency is defined and declared in the preamble. ~~An emergency ordinance must be adopted by the unanimous vote of the Council Members present.~~
- Subd. 4. Amendments. Amendments may be made to a proposed ordinance after either its first or second reading.

- Subd. 5. City Charter Provisions. The procedure for the adoption of ordinances and resolutions shall conform to the requirements of the Charter.
- Subd. 6. Public Hearing Requirements. Public hearings will be held only for those matters required by State law or City Charter.

#### SECTION 14. ATTENDANCE AT COUNCIL MEETINGS

- Subd. 1. Attendance at Council Meetings. Attendance of Council Members at meetings is one of the most important duties imposed by law on members. Member presence to participate in the hearings, deliberations and decisions of the Council is essential to the proper discharge of the member's official duties. Recognizing that it is not always possible for a member to be present at all meetings, and that by reason of business demands, state of health, personal problems, vacations and other matters occasional absences are excusable, ~~the following rules apply to absences of Council Members from meetings when invoked by resolution of the Council:~~

- ~~(a) such rules shall remain in effect until the end of the calendar year during which the resolution is passed unless revoked prior to that time by resolution of the Council;~~
- ~~(b) unless excused by a majority of the City Council, a member of the Council may not be absent from any regular meeting or from such special meetings as the Council may specify in the resolution;~~
- ~~(c) for each unexcused absence from a regular or special meeting of the Council each Council Member may be penalized by a fine of not to exceed \$75, and the Mayor may be penalized by a fine of an amount not to exceed \$100, but the resolution may specify a lesser penalty for absence from a special meeting than a regular meeting;~~
- ~~(d) a~~Any member of the Council ~~desiring to be excused~~ shall insofar as possible give advance notice to the City Manager, stating ~~(i) the meeting at which the member will be absent, (ii) the member's reason for being absent and, (iii) the member's location during the meeting.~~

#### SECTION 15. RULES OF ORDER

- Subd. 1. Suspension of Rules. The operation and effect of a rule set forth in this subsection may be suspended upon the unanimous vote of the Council.

(Rev. 07/23/01)  
(Rev. 12/10/01)  
(Rev. 05/08/07)  
(Rev. 05/27/08)  
(Rev. XX/XX/17)



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
FEBRUARY 14, 2017  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Open forum (15 minutes maximum)

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council Meeting of January 17, 2017; (2) Special City Council Meeting of January 21, 2017; (3) Special City Council Work Session of January 24, 2017; (4) Special Concurrent City Council, Housing and Redevelopment Authority, and Planning Commission Work Session of January 24, 2017; and (5) Regular City Council Meeting of January 24, 2017.

**PRESENTATIONS**

1. Metropolitan Council's Richfield Interceptor Airport Lining Project

**COUNCIL DISCUSSION**

2. Hats Off to Hometown Hits

**AGENDA APPROVAL**

3. Approval of the Agenda
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consideration of the approval of a resolution granting a one-year extension of land use approvals for a planned unit development at 76th Street and Pillsbury Avenue.  
Staff Report No. 15
  - B. Consideration of the approval of a sponsorship agreement between the City of Richfield and Best Buy Purchasing, LLC for sponsorship of the 2017 Urban Wildland Half Marathon in the amount of \$1,750.00.  
Staff Report No. 16
  - C. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the

provision of public health services for the City of Richfield for 2017.

Staff Report No. 17

- D. Consideration of the approval of an agreement with Stevens Engineers to perform professional services for the design and preparation of construction documents for conversion of the R-22 direct refrigeration system at the Richfield Ice Arena.

Staff Report No. 18

- E. Consideration of the approval of a resolution appointing election judges for the March 7, 2017 Special Election.

Staff Report No. 19

- F. Consideration of the approval of the first reading of a transitory ordinance providing funding for certain capital improvements from the Special Revenue Fund.

Staff Report No. 20

- G. Consideration of approval of the transfer of funds to close out the North Richfield Parkway and the Lincoln Field & Other Park Improvements capital project funds.

Staff Report No. 21

- H. Consideration of the approval of a resolution authorizing acceptance of grants and donations received by the Richfield Recreation Services Department in the amounts of \$2,050 and \$5,000 and authorizing the Recreation Services Director to apply the funds as intended by the donors.

Staff Report No. 22

- I. Consideration of the appointment of youth members to the Arts Commission and Community Services Commission.

Staff Report No. 23

5. Consideration of items, if any, removed from Consent Calendar

#### **PUBLIC HEARINGS**

6. Public hearing and consideration of the approval of a resolution specifying the use of funds from the Community Development Block Grant allocation for 2017, reallocating unspent funds from the 2015 allocation, and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

Staff Report No. 24

#### **OTHER BUSINESS**

7. Consideration of the appointment of an adult member to the Arts Commission.

Staff Report No. 25

8. Consideration of the approval of agreements with non-profit organizations to provide social services to the City of Richfield and authorization of the City Manager to execute the agreements for services with those agencies.

Staff Report No. 26

#### **CITY MANAGER'S REPORT**

9. City Manager's Report

#### **CLAIMS AND PAYROLLS**

10. Claims and Payrolls

Open forum (15 minutes maximum)

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

11. Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96**

hours in advance to the City Clerk at 612-861-9738.





# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Meeting Advisory Board/Commission Applicant Interviews

January 17, 2017

### CALL TO ORDER

The meeting was called to order by Council Member Elliott at 6:30 p.m. in the Babcock Room.

### ROLL CALL

**MEMBERS PRESENT:** Pat Elliott; Edwina Garcia; and Maria Regan Gonzalez.

**MEMBERS ABSENT:** Michael Howard, Mayor Pro Tempore.

### INTERVIEW OF APPLICANTS

The City Council conducted interviews of the following applicants for appointment to City Advisory Boards and Commissions:

Laurel Nightingale	Samantha Downs	Carolyn Engeldinger
Mark Westergaard	Danielle Indovino Cawley	

### ADJOURNMENT

The meeting was adjourned by unanimous consent at 7:15 p.m.

Date Approved: February 14, 2017.

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Michael Howard  
Mayor Pro Tempore

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Meeting Advisory Board/Commission Applicant Interviews

January 21, 2017

### CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Howard at 8:30 a.m. in the Babcock Room.

### ROLL CALL

**MEMBERS PRESENT:** Michael Howard, Mayor Pro Tempore; Pat Elliott; Edwina Garcia; and Maria Regan Gonzalez.

### INTERVIEW OF APPLICANTS

The City Council conducted interviews of the following applicants for appointment to City Advisory Boards and Commissions:

Stephanie Kilpatrick Guerrero	Ted Weidenbach	Joannette Cintron de Nunez
Bryan Pynn	Paul Richardson	Sara Sadorra
Mary Stratton	Will Ruckel	Derek Sandbeck
Marta Weirich	Gerry Charnitz	Mia Simpson
Darwin Schaeferlane	Katie Koranda	Philip King-Lowe
Chara Blanch	Louis Dzierzak	Kelly Schneider
Wesley Dunser	Mary Olafson	Thomas Zera
Dan Edgerton	JoAnn Boraas	Brynn Hausz
Sarah Musgrave	Chuck Standfuss	Grace Verbrugge
Jacob Shoop	Kevin Wendt	Kathryn Quam
Allysen Hoberg	James Melendez	Anje(Angela) Mehr
David Buzicky		

### ADJOURNMENT

The meeting was adjourned by unanimous consent at 1:20 p.m.

Date Approved: February 14, 2017.

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Michael Howard  
Mayor Pro Tempore

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



# CITY COUNCIL MINUTES

Richfield, Minnesota

## Special City Council Work Session

January 24, 2017

### CALL TO ORDER

The work session was called to order by Mayor Pro Tempore Howard at 5:45 p.m. in the Bartholomew Room.

*Council Members Present:* Michael Howard, Mayor Pro Tempore; Edwina Garcia; Pat Elliott; and Maria Regan Gonzalez

*Staff Present:* Steven L. Devich, City Manager; Kristin Asher, Public Works Director; Jared Voto, Executive Aide/Analyst.

<b>Item #1</b>	<b>Discussion regarding 66<sup>th</sup> Street Reconstruction Public Information Plan (Council Memo No. 8)</b>
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Public Works Director Kristin Asher introduced Colin Cox, Hennepin County, and Kyle Johnson, Bolton & Menk, and Bre Grand, Zan Associates. Johnson provided an overview of the construction schedule and communications that have taken place to date. Cox discussed the public information plan and its goals.

Mayor Pro Tempore Howard questioned how businesses giving their concerns on the project. Grand responded normal concerns (e.g. access, notices before closures) have been heard and some businesses said they didn't know about the project. Mayor Pro Tempore Howard also asked about access signs. Johnson responded with the County's policy for signage. Mayor Pro Tempore asked about mailings. Cox responded the Plan was created for flexibility to respond to needs and is working on branding the information being sent.

Council Member Regan Gonzalez questioned outreach to non-English speakers and renters. Cox responded they are working on translated materials. Grand offered they are contact property managers within the corridor and working with them to notify renters.

Mayor Pro Tempore Howard discussed the importance of informing residents beyond those directly located on 66th Street.

<b>Item #1</b>	<b>Discussion regarding Human Rights Commission Survey Results (Council Memo No. 9)</b>
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Debbie Eng, Saralyn Gumke, Mark Westergaard of the Human Rights Commission (HRC) introduced themselves. Eng provided a background on the HRC's work. Gumke discussed the HRC's

subcommittee/task force work. Westergaard presented the results of the HRC's survey and asked Council if they would like the HRC to continue their work on the survey.

Council Members thanked the HRC for their work, asked them to continue their efforts on the survey, and commented on the quality of the applicants for the commissions. Council Members also mentioned having another work session to discuss the next steps.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:38 p.m.

Date Approved: February 14, 2017

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Michael Howard  
Mayor Pro Tempore

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager

# CITY COUNCIL MINUTES

## Richfield, Minnesota



### Special Concurrent City Council, Housing and Redevelopment Authority, and Planning Commission Work Session

## January 24, 2017

#### CALL TO ORDER

The concurrent work session was called to order by Mayor Pro Tempore/HRA Commissioner Howard at 6:38 p.m. in the Bartholomew Room.

*Council Members Present:* Michael Howard, Mayor Pro Tempore; Pat Elliott; Edwina Garcia; and Maria Regan Gonzalez.

*HRA Members Present:* Mary Supple, Chair; Pat Elliott; David Gepner; and Michael Howard.

*HRA Members Absent:* Doris Rubenstein.

*Planning Commission Members Present:* Erin Vrieze Daniels, Chair; Rick Jabs; Susan Rosenberg; Charles Standfuss; and Gordon Vizecky

*Planning Commission Members Absent:* Sean Hayford Oleary; and Daniel Kitzberger.

*Staff Present:* Steven L. Devich, City Manager/Executive Director; John Stark, Community Development Director; Pam Dmytrenko, Assistant City Manager/HR Manager; Kristin Asher, Public Works Director; Jeff Pearson, City Engineer; and Jared Voto, Executive Aide/Analyst.

#### Item #1

#### RETAIL PROPOSAL AT 66TH STREET AND 17TH AVENUE (COUNCIL MEMO NO. 10/HRA MEMO NO. 4)

Community Development Director John Stark introduced Lonnie Provencher, Interstate Development. Provencher presented their new proposed plan for the area.

Council Members and Commissioners stated their appreciation of the new proposal, the thought that was put into it, and hearing what was said at the previous work session.

Community Development Director Stark discussed the site, the proposal, and the drive through. Provencher discussed they are open to options for blocking between parking and residential to the south. Chair Supple questioned noise from the drive through. Provencher responded it would not be a 24-hour operation.

Council Member Regan Gonzalez asked about potential tenants. Provencher responded the end caps would be focused on morning and evening food options and interior retail/non-food options, but the possibility of a lunch user on the interior.

The concurrent work session was adjourned by unanimous consent at 6:54 p.m.

Date Approved: February 14, 2017

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Michael Howard  
Mayor Pro Tempore

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



# CITY COUNCIL MEETING MINUTES

## Richfield, Minnesota

### Regular Meeting

January 24, 2017

#### CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Howard at 7:00 p.m. in the Council Chambers.

*Council Members Present:* Michael Howard, Mayor Pro Tempore; Edwina Garcia; Pat Elliott; and Maria Regan Gonzalez.

*Staff Present:* Steven L. Devich, City Manager; Kristin Asher, Public Works Director; Jay Henthorne, Public Safety Director/Police Chief; James Topitzhofer, Recreation Services Director; Pam Dmytrenko, Assistant City Manager/HR Manager; Jeff Pearson, City Engineer; Mary Tietjen, City Attorney; and Jared Voto, Executive Aide/Analyst.

#### OPEN FORUM

None.

#### PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Howard led the Pledge of Allegiance.

Item #1

**PRESENTATION OF CERTIFICATE FROM THE NATIONAL FIRE ACADEMY  
MANAGING OFFICER PROGRAM TO FIRE CAPTAIN MARK ARMSTRONG**

Council Member Elliott presented the Certificate of Completion of the Managing Officer Program to Fire Captain Mark Armstrong.

#### APPROVAL OF MINUTES

M/Garcia, S/Elliott to approve the minutes of the Regular City Council Meeting of January 10, 2017.

Motion carried 4-0.

<b>Item #2</b>	<b>COUNCIL DISCUSSION</b> <ul style="list-style-type: none"><li>Hats Off to Hometown Hits</li></ul>
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Council Member Regan Gonzalez highlighted a Richfield STEM School fundraiser at Houlihan's on Thursday, January 26. She also discussed appreciation for those who applied for the advisory boards and commissions and stated the Council would be reaching out to those who were not appointed.

Council Member Elliott echoed Council Member Regan Gonzalez's thoughts on the applicants to advisory boards and commissions.

Council Member Garcia highlighted the upcoming ice fishing tournament held on Taft Lake on February 4 from 10 a.m. – 1 p.m. She also discussed the Richfield Chamber of Commerce's spotlight of Richfield-Bloomington Mitsubishi and echoed Council Member Regan Gonzalez's thoughts on the commission interviews.

Mayor Pro Tempore Howard mentioned the 66th Street Reconstruction Public Information Plan Work Session and highlighted Hennepin County's website ([www.hennepin.us/66street](http://www.hennepin.us/66street)), hotline (612-444-3186), and e-mail ([66street@hennepin.us](mailto:66street@hennepin.us)). He also mentioned the HRA citizen commissioner application is online and echoed the Council's thoughts on the commission interviews.

<b>Item #3</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Elliott, S/Regan Gonzalez to approve the agenda.

Motion carried 4-0.

<b>Item #4</b>	<b>CONSENT CALENDAR</b>
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- A. Consideration of the approval of a resolution authorizing acceptance of a donation received by Richfield Recreation Services Department from Marlene Glaus for Wood Lake Nature Center in the amount of \$50,000 and to authorize the Recreation Services Director to apply the funds for Wood Lake. (S.R. No. 12)

RESOLUTION NO. 11326

RESOLUTION ACCEPTING A DONATION RECEIVED BY THE  
RICHFIELD RECREATION SERVICES DEPARTMENT FROM  
MARLENE GLAUS FOR WOOD LAKE NATURE CENTER IN THE AMOUNT  
OF \$50,000, AND AUTHORIZING THE RECREATION SERVICES DIRECTOR  
TO EXECUTE THE ASSOCIATED GRANT

This resolution appears as Resolution No. 11326.

The Council unanimously approved the Consent Calendar.



<b>Item #5</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>Item #6</b>	<b>PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION ORDERING PLANS AND SPECIFICATIONS FOR THE PROPOSED 2017 ALLEY PAVING PROJECT (S.R. NO. 13)</b>
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Council Member Garcia presented Staff Report No. 13.

Jeff Pearson, City Engineer, presented information on the project, locations, and informational open house. He also provided two comments received from impacted property owners. Linda and Jim Melssen, 6300 Irving Ave S, stated their opposition to the project, and Heidi Ormond, 7333 5th Ave S, sent questions regarding the project.

Mayor Pro Tempore Member Howard questioned if any other impacted residents had provided feedback.

Pearson responded that most were questions about the project, drainage, and the assessment process.

Council Member Garcia asked if City Engineer Pearson would be visiting the alley in response to the questions submitted by Ms. Ormond.

Pearson responded he had visited the alley and would alleviate the drainage issues as much as possible with the project.

Cathy Van Houten, 7345 5th Ave S, asked about the start and duration of the project.

Pearson responded explaining the expected project schedule and stated notifications would take place after the contractor is hired.

Heidi Ormond, 7333 5th Ave S, discussed the flooding issue of her driveway and asked the City consider this drainage issue.

Kristin Asher, Public Works Director, responded the City could look into adding a storm drainage pipe in that alley.

Ormond asked if the assessment goes on the property taxes.

Mary Tietjen, City Attorney, responded the assessment is levied against the property similar to property taxes.

Ormond asked when the assessment would begin on their property taxes.

Asher responded the assessment hearing would take place in the fall of 2017.

John Holm, 6301 James Ave S, stated he is opposed and five of six homes on their alley are opposed to paving their alley.

Pearson provided additional information on this alley and its usage.

Mayor Pro Tempore Howard questioned reducing costs for residents who do not use the alley.

Tietjen responded the matter before Council is whether to order the project and the decision on assessments can come later in the process.

Mayor Pro Tempore Howard asked the other Council Member's thoughts and stated it makes sense to pave all the alleys, but look into defraying costs to those that do not use the alley.

Council Member Elliott questioned vacating the alley.

Pearson responded vacating the alley would affect one resident whose garage faces the alley and discussed the vacant lot potentially using the alley.

City Manager Steve Devich discussed the possibilities of the HRA-owned vacant lot and possible future use of the alley by adjacent properties.

Council Members questioned if the homeowner using the alley had commented about the paving project.

Pearson responded the resident has not commented on the project.

Boyd Tate, 6315 James Ave S, stated he opposes the project as he does not use his alley.

Tom Dallman, 6309 James Ave S, stated he opposes the project and would like to vacate or close the alley.

Mayor Pro Tempore Howard discussed removing the alley from the project.

Council Member Garcia questioned if that was the only alley that presented opposition based on use.

Asher responded that the other alleys are used by a majority of the adjacent property owners.

City Manager Devich discussed the HRA-owned lot.

Council Members stated their concern if the alley is not maintained.

Pearson responded that the alley would still be maintained by the City and the alley could be paved in the future if residents submitted a petition requesting paving.

Ormond commented regarding public use of the alley and asked if the City could pay for a portion of the project for residents who do not use the alley.

City Manager Devich responded that has not been the City's policy.

M/Elliott, S/Howard to close the public hearing.

Motion carried 4-0.

M/Garcia, S/Elliott to approve the resolution ordering plans and specification for the 2017 alley paving project, removing 63rd Street between James Avenue and Irving Avenue.

#### RESOLUTION NO. 11327

#### RESOLUTION ORDERING THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2017 ALLEY PAVING PROJECT

Motion carried 4-0. This resolution appears as Resolution No. 11327.

<b>Item #7</b>	<b>CONSIDERATION OF THE APPOINTMENTS TO CITY ADVISORY COMMISSIONS (S.R. NO. 14)</b>
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Council Member Regan Gonzalez presented Staff Report No. 14.

M/Elliott, S/Garcia to appoint persons to fill expiring or vacant terms on the City advisory commissions.

Motion carried 4-0.

<b>Item #8</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Devich discussed being awarded \$7 million for the 77th Street Underpass project from the Metropolitan Council.

<b>Item #9</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>01/24/17</b>
A/P Checks: 256058 - 256467	\$ 1,410,365.35
Payroll: 124791 - 125105	590,394.61
TOTAL	\$ 2,000,759.96

Motion carried 4-0.

#### OPEN FORUM

None.

<b>Item #11</b>	<b>ADJOURNMENT</b>
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The City Council Meeting was adjourned by unanimous consent at 8:05 p.m.

Date Approved: February 14, 2017

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Michael Howard  
Mayor Pro Tempore

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



**STAFF REPORT NO. 15**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
2/8/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/9/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution granting a one-year extension of land use approvals for a planned unit development at 76th Street and Pillsbury Avenue.**

**EXECUTIVE SUMMARY:**

On March 22, 2016, the City Council approved a final development plan and conditional use permit for a planned unit development to allow construction of an 88-unit assisted living facility at 76th Street and Pillsbury Avenue. Due to additional environmental investigation requested by the Minnesota Pollution Control Agency and a delay in securing financing, commencement of construction has been delayed. Land use approvals expire one year after being issued, unless substantial work on the project has been performed, or the applicant requests an extension. Mesaba Capital Partners submitted the attached letter requesting a one-year extension of land use approvals related to this project. The applicant anticipates beginning substantial work on the project this spring.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution granting a one-year extension of a final development plan and conditional use permit for a planned unit development at 76th Street and Pillsbury Avenue.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Information is contained in the Executive Summary.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The term of City approvals is one year. If a project for which approvals have been granted is not substantially underway within one year, the applicant must request an extension from the City Council.
- The City Council may grant an extension of up to one year.

**C. CRITICAL TIMING ISSUES:**

- The applicant's approvals are scheduled to expire on March 22, 2017.
- **60-DAY RULE:** The 60-day clock started when a complete application was received on January 24, 2017. A decision is required by March 25, 2017 **or** the Council must notify the applicant that it

is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

**D. FINANCIAL IMPACT:**

- The required processing fee has been paid.

**E. LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- Council may deny an extension of land use approvals. The applicant will then have to begin the land use approval process anew.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Della Kolpin, Mesaba Capital Partners

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter
☐ Letter Requesting Extension	Backup Material
☐ Previously approved Resolution No. 11189	Backup Material

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION GRANTING AN EXTENSION  
OF A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT  
FOR A PLANNED UNIT DEVELOPMENT AT  
211 76TH STREET WEST; 7600, 7608, AND 7644  
PILLBURY AVENUE SOUTH; AND AN ADJACENT  
30-FOOT STRIP OF LAND**

**WHEREAS**, by Resolution No. 11189, adopted on March 22, 2016, the City Council approved a final development plan and conditional use permit for a planned unit development to allow construction of an 88-unit assisted living facility at 211 76<sup>th</sup> Street West and 7600, 7608, and 7644 Pillsbury Avenue South, as well as the adjacent 30' x 75' strip of land; and

**WHEREAS**, Subsection 547.09, Subdivision 9 of the Richfield City Code requires that substantial construction be completed within one year of approval, less the approval expire or the applicant requests and is granted an extension; and

**WHEREAS**, City staff has received a request from Mesaba Capital Partners (the "Applicant") for a one-year extension; and

**WHEREAS**, the City Council wishes to provide the additional time requested.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, as follows:

1. The City Council extends the approvals granted by Resolution No. 11189 for a period not to exceed one year.
2. The deadline for "substantial construction" is hereby extended to March 22, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February, 2017.

\_\_\_\_\_  
Michael Howard, Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



MESABA CAPITAL  
PARTNERS

10700 Normandale Blvd.  
Suite 202  
Bloomington, MN 55437  
Phone 651.324.9492  
Fax 952.830.1980  
[www.mesabacapital.com](http://www.mesabacapital.com)

January 23, 2017

Richfield City Council  
City of Richfield  
6700 Portland Ave South  
Richfield, MN 55423

Dear Richfield City Council:

Mesaba Capital Development is requesting that Resolution No. 11189 approving the final development plan and conditional use permit for a planned unit development at 211 76<sup>th</sup> Street West; 7600, 7608, and 7644 Pillsbury Avenue S. and an adjacent 30-foot strip of land, which is attached, be extended for an additional year.

Mesaba Capital Development had to conduct a Phase II on the property per the request of the MPCA last Fall, which delayed the financing and construction start date to Spring 2017. Mesaba Capital Development will be starting construction this Spring and would like to request an extension for a period of one year per Section 4 of Resolution No. 11189.

Thank you in advance for your consideration and continued support of our Assisted Living Project in Richfield.

Best Regards,



Bo Nickoloff  
Managing Partner

enclosure



**RESOLUTION NO. 11189**

**RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN  
AND CONDITIONAL USE PERMIT  
FOR A PLANNED UNIT DEVELOPMENT AT  
211 76TH STREET WEST; 7600, 7608, AND 7644  
PILLBURY AVENUE SOUTH; AND AN ADJACENT  
30-FOOT STRIP OF LAND**

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow construction of an 88-unit assisted living facility 211 76<sup>th</sup> Street West and 7600, 7608, and 7644 Pillsbury Avenue South, as well as the adjacent 30' x 75' strip of land, property legally described as follows:

Lots 1, 2, 4, and 5, Block 4, R.C. Soens Addition, according to the recorded plat thereof on file or of record in the office of the Registrar of Titles, Hennepin County, Minnesota.

Lot 3, Block 4, R.C. Soens Addition, except the Easterly 121.99 feet of the North 75 feet, according to the recorded plat thereof on file or of record in the office of the Registrar of Titles, Hennepin County, Minnesota.

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its February 22, 2016 meeting; and

**WHEREAS**, notice of the public hearing was mailed to properties within 350 feet of the subject property on February 9, 2016 and published in the Sun-Current on February 11, 2016 and; and

**WHEREAS**, the requested final development plan and conditional use permit meets those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No. 43; and

**WHEREAS**, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. 43; and


**WHEREAS**, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richfield, Minnesota, as follows:


1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.

2. A planned unit development, final development plan and conditional use permit are approved for an 88-unit assisted living facility as described in City Council Report No. 43, on the Subject Property legally described above.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
  - Approval of the related Comprehensive Plan amendment by the Metropolitan Council.
  - Development on the above described properties shall be limited to 88 units. Additional units may not be approved through the minor amendment process described in Subsection 542.13 of the Richfield Zoning Code.
  - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
  - The property must be platted and the plat recorded prior the issuance of a certificate of occupancy.
  - Odor control system required to mitigate cooking odors.
  - Separate sign permits are required. This resolution constitutes approval of a size variances to allow approximately 65 square feet of total sign area divided between two monument signs.
  - All new utility service must be underground.
  - All utilities must be screened from public view in accordance with Ordinance requirements. A screening plan is required prior to the issuance of a Building Permit.
  - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
  - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated February 4, 2016 and compliance with all other City and State regulations.
  - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
  - As-builts or \$7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of March, 2016.

  
Debbie Goettel, Mayor

ATTEST:

  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 16**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director  
2/6/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration of the approval of a sponsorship agreement between the City of Richfield and Best Buy Purchasing, LLC for sponsorship of the 2017 Urban Wildland Half Marathon in the amount of \$1,750.00.

**EXECUTIVE SUMMARY:**

Best Buy has graciously donated \$1,750 to be a significant sponsor of the 2017 Urban Wildland Half Marathon. Best Buy is also supplying volunteers to operate a water station. In return, Best Buy's logo will be prominently displayed on the following items:

- Starting Line Banner
- Runner Race Shirts
- One water stop location
- City/Event website

**RECOMMENDED ACTION:**

By Motion: Authorize staff to execute the sponsorship agreement between the City of Richfield and Best Buy Purchasing, LLC for sponsorship of the 2017 Urban Wildland Half Marathon in the amount of \$1,750.00.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- **Event:** The Urban Wildland Half Marathon & 5K was founded in 2003 to continue the partnership between Wood Lake Nature Center and the Richfield Public Schools to provide environmental education curriculum to the student. The race itself has become an opportunity to demonstrate environmentally-friendly practices. All materials are either recyclable, reusable, or compostable. Most of the food served at the event is organic and every aspect of the race has been considered in an effort to leave a gentle footprint on the environment.
- **Date:** July 29, 2017
- **Benefits:** All proceeds from the event sponsorship go to support the Wood Lake Nature Center.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- By policy, the City Council reviews, considers, and executes all City contracts, including

sponsorship agreements.

**C. CRITICAL TIMING ISSUES:**

- The 2017 Urban Wildland Half Marathon takes place on July 29, 2017.

**D. FINANCIAL IMPACT:**

- Best Buy's sponsorship will provide \$1,750 to Wood Lake Nature Center's 2017 operating budget.

**E. LEGAL CONSIDERATION:**

- City Attorney Mary Tietjen has reviewed the attached sponsorship agreement and will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**

- Council may not approve the sponsorship with Best Buy; however, this would reduce operating revenues by \$1,750.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
▣ 2017 Best Buy Sponsorship Agreement	Contract/Agreement

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement"), effective as of January 30, 2017 (the "Effective Date"), is made by and between **Best Buy Purchasing, LLC** with corporate offices at 7601 Penn Avenue South, Richfield, MN 55423 (the "Sponsor") and the **City of Richfield**, with administrative offices at 6710 Lakeshore Drive, Richfield, MN 55423 (the "Promoter"). The Sponsor and Promoter are each a "Party" to the Agreement. Collectively, the Sponsor and Promoter shall be referred to as the "Parties."

WHEREAS, the Parties each desire that Sponsorship activities shall be conducted (the "Sponsorship") as more particularly described in Exhibit A hereto, incorporated by reference subject to the terms of this Agreement; and

WHEREAS, the Parties desire to confirm their agreement respecting the Sponsorship in writing;

NOW, THEREFORE, the parties agree as follows:

### 1. Obligations.

(a) The Parties agree to perform their respective obligations as described in this Agreement, and as set forth particularly in Exhibit A. Except as otherwise provided herein, each Party will assume all costs associated with the performance of its responsibilities. Any and all elements of the Sponsorship not expressly detailed in the Sponsorship Agreement shall be as mutually agreed herein or as agreed in writing hereafter.

(b) Each Party warrants and represents that (i) it has full right and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) the person signing this Agreement on its behalf is authorized to sign; (iii) it will comply with all federal, state and local laws and regulations applicable to its respective responsibilities and performance of this Agreement.

(c) Each Party agrees to promptly notify the other Party's designated representatives of any significant questions, concerns or complaints arising in connection with the Sponsorship, and they agree to work diligently to fully resolve same. The parties agree to reasonably cooperate with one another to facilitate the successful performance of their respective obligations, including all elements of the Sponsorship.

**2. License Grant.** Subject to Section 3, each Party hereby grants to the other Party a limited, non-exclusive, royalty-free license to use the trademarks, service marks, identifiers and copyrighted material (the "Licensed Material") designated by and belonging to the other Party solely in connection with this Sponsorship. Except as expressly provided herein, no property, license, permission or interest of any kind in or to the use of any trademark, service mark or copyright involving the Licensed Material is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof. Upon the termination of this Agreement, any and all rights to use the

Licensed Material provided by the other party in connection with the Sponsorship will end. The provisions of this Section shall survive the termination of this Agreement.

**3. Approval.** Each Party agrees to submit to the other, in a timely fashion prior to finalization, copies of any materials utilizing the other Party's trademarks, service marks, identifiers and copyrighted material or making reference to the other Party, or its products, as well as any other materials concerning the Sponsorship. The Parties agree to provide one another notice of their respective approval or disapproval within five (5) working days after receipt of the material. Failure to notify the other Party within such five-day period shall be deemed to be disapproval. All objections, if any, will be discussed by the Parties, and no material will be used, which in the opinion of any Party hereto, (i) is inconsistent with the Party's overall image, (ii) might jeopardize any proprietary rights of any Party or a third party, or (iii) violates any contractual obligation of any Party.

**4. Representations and Warranties.** The Parties each represent and warrant to the other that (i) it owns or has permission to use and has the right to grant to the other party the limited, non-exclusive, royalty free right to use its Licensed Materials, [and that of relevant third party Sponsorship participants] in connection with the Sponsorship, as long as the Licensed Materials are used in conformity with the granting party's approval as set forth in Section 3; and (ii) the other party's use of the granting party's Licensed Materials, as approved by the granting party, will not infringe or violate the rights of any third party and will not give rise to any payment obligation on the part of the using party to any third party.

**5. Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party, its parent, affiliates and respective officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any loss, damage, liability or expense, including reasonable attorneys' fees and costs, in connection with any third party action or claim against any of the Indemnified Parties arising from the other Party's activities and responsibilities, in connection with the Sponsorship, or any advertising or promotional copy prepared by or for such Party in connection with the Sponsorship, including but not limited to, any such action or claim based on: (i) that Party's actual or alleged breach of any of its representations, warranties or obligations under this Agreement; (ii) the actual or alleged negligence or willful misconduct of that Party or any of its employees, agents, contractors, or subcontractors; (iii) approved use of that Party's Licensed Material in connection with the Sponsorship; or (iv) that Party's products or services. This provision shall survive the termination of this Agreement.

**6. Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, CLAIMS OR MATTERS ARISING OUT OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, VIOLATION OF LAW, CLAIMS PERTAINING TO A PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, BODILY INJURY OR DEATH ATTRIBUTABLE TO A PARTY'S NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, VALUE OR SAVINGS SUFFERED BY SUCH PARTY, OR

ITS EMPLOYEES, AGENTS, MEMBERS, AFFILIATES OR CONTRACTORS, EVEN IF SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**7. Data Practices Act Compliance.** The Parties agree to comply with Minnesota Statutes Chapter 13 in connection with the Sponsorship Agreement.

**8. Term and Termination.** This Agreement shall commence as of the effective date written above and shall terminate as of the end date of the Sponsorship (the “Term”), unless earlier terminated in writing by the non-breaching Party, after a material breach of this Agreement by the other Party which has not been cured within ten (10) business days from receipt of written notice of such breach.

**9. Force Majeure.** In the event that either Party hereto shall be prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, force of nature, or other reasons of a like nature not under the control of the party delayed in performing work or doing acts required under the terms of this Agreement, then such party shall not be liable or deemed to be in default under this Agreement, and performance of such act shall be excused for the period(s) of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided the party delayed in performing promptly gives written notice to the other party of its inability to perform and uses its best efforts to cure such force majeure condition and comply with the terms of the Agreement as quickly as possible to the reasonable satisfaction of the other party.

**10. Insurance.** The Parties agrees to maintain appropriate insurance coverage during the term of this Agreement.

**11. Miscellaneous.**

(a) This Agreement constitutes the entire agreement between the parties regarding the Sponsorship and the promises stated herein (including the Sponsorship Document) shall be the only obligations of the Parties to each other in connection with the Sponsorship. The provisions of this Agreement may not be modified, amended or waived without the prior written consent of each Party.

(b) Neither Party shall have any liability for the other’s products or services or their quality, price or method of sale or distribution. Each agrees to comply with all applicable laws and regulations in connection with the manufacture, marketing, sale and distribution of its products and services.

(c) The issuance or distribution of any press release or other publicity referring to the Sponsorship or this Agreement shall be subject to mutual review and approval.

(d) This Agreement may not be assigned, in whole or part, by either Party without the other Party’s written consent.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its choice of law provisions.



(f) It is understood and agreed that the Parties are acting as independent contractors in performance of their obligations hereunder. Nothing herein contained shall be construed as creating the relationship of a joint venture, principal and agent or employer and employee between Sponsor and Promoter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Agreed to and authorized by:

Agreed to and authorized by:

**Best Buy Purchasing, LLC – Sponsor**

**The City of Richfield – Promoter**

By:\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **Exhibit A**

This Exhibit A is incorporated by reference therein to the Sponsorship Agreement dated June 21, 2016 between **Best Buy Purchasing, LLC** (the “Sponsor”) and the **City of Richfield** (the “Promoter”).

Sponsorship activities shall be conducted (the “Sponsorship”) as documented in this Exhibit which sets forth the event details, fees and promotional activities pursuant to the Sponsorship Agreement between the parties.

### **I. Primary Contacts**

#### **Sponsor**

Name: Sara Vandeventer  
Title: Sr. Manager, Human Resources  
Phone: 612-291-6422  
Email: Sara.Vandeventer@bestbuy.com

#### **Promoter**

Name: Karen Shragg  
Title: Manager, Wood Lake Nature Center  
Phone: (612) 861-9366  
Email: kshragg@cityofrichfield.org

Name: Amy Markle  
Title: Naturalist  
Phone: 612-861-9369  
Email: amarkle@cityofrichfield.org

### **II. The Sponsorship**

- **Event:** The Urban Wildland Half Marathon & 5K was founded in 2003 to save the partnership between Wood Lake Nature Center and the Richfield Public Schools to provide environmental education curriculum to the students. The race itself has become an opportunity to demonstrate environmentally-friendly practices. All materials are either recyclable, reusable, or compostable. Most of the food served at the event is organic, and every aspect of the race has been considered in an effort to leave a gentle footprint on the environment.
- **Date:** Saturday, July 29, 2017
- **Time:** 7:00 AM
- **Benefits:** All proceeds from the Event sponsorship go to support the Wood Lake Nature Center located in Richfield, MN.

### III. Responsibilities

#### **Responsibilities of Sponsor:**

- **Start Line:** Provide Best Buy and Geek Squad logos for placement at the starting line (high resolution file).
- **Race Shirts:** Provide Best Buy and Geek Squad logos for placement on the t-shirts (high resolution file).
- **Water Stops:** Secure appropriate number of volunteers to operate the water stops for the duration of the race.

#### **Responsibilities of Promoter:**

- **Start Line:** Placement of the Best Buy and Geek Squad logos at starting line.
- **Race Shirts:** Procure, print and distribute race shirts to all participating runners that will include the Best Buy and Geek Squad logos on them.
- **Water Stops:** Placement of Best Buy and Geek Squad logos at a co-branded water stop.
- **Race Website & Collateral:** Placement of the Best Buy and Geek Squad logos on race website and on race packet materials.

### IV. Fees.

#### **a. Sponsorship Elections and associated Fees**

Sponsor has elected to sponsor the following items:

<b>Sponsorship Item</b>	<b>Description</b>	<b>Fee (USD)</b>	<b>Sponsorship Level</b>
Start Line	Sponsor's name and logo on banner at the starting line	\$1,000	Gold
Race Shirts	Sponsor's name and logo on the back of runner's shirts	\$500	Silver
One Water Stop	Sponsor's name and logo on sign at water stop	\$250	Silver
<b>TOTAL</b>		<b>\$1,750</b>	

#### **b. Payment Schedule.**

Promoter will invoice the Sponsor for the sponsorship fee. Sponsorship fee will be due July 17, 2017. Check to be made out to: Wood Lake Nature Center and sent to Wood Lake care of Karen Shragg to 6710 Lake Shore Drive Richfield, MN 55423.

### V. **Term and Termination of this Exhibit.**

The "Term" of this Exhibit commences on January 30, 2017 and continues until July 29, 2017 unless sooner terminated by either party pursuant to Section 7 of the Agreement.

**VI. Billing Address.**

Best Buy Corporate Campus  
Attn: Accounts Payable  
7601 Penn Avenue South  
Richfield, MN 55423-3645

IN WITNESS WHEREOF, the Parties hereto have executed this Exhibit A.

Agreed to and authorized by:

Agreed to and authorized by:

**Best Buy Purchasing, LLC – Sponsor**

**The City of Richfield – Promoter**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STAFF REPORT NO. 17**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Betsy Osborn, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2017.**

**EXECUTIVE SUMMARY:**

The City of Richfield has had a public health nursing contract with the City of Bloomington to provide public health services on Richfield's behalf for over 30 years. The 2017 contractual agreement with Bloomington requires City Council approval and reflects an approximate 3% increase in the 2017 contract amount over the 2016 contract amount.

**RECOMMENDED ACTION:**

**By Motion: Approve the continuation of the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2017.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- In 1977, the State of Minnesota enacted the Community Health Services Act which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since then. The Act was revised in 2003 and is now referred to as the Local Public Health Act.
- The contract amount for providing public health services in 2017 reflects an approximate 3% increase over the 2016 contract amount. The contract amount for 2017 is \$242,308; with the 2016 contract amount having been \$235,250.
- In 2004, changes were made to the Public Health Act at the State level to make reporting, accountability, and recordkeeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific user of dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health subsidy.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The City of Bloomington has sufficient resources to provide a professional level of public health services to Richfield residents. Annual evaluations of their services has shown that they are providing effective services in a very cost efficient manner and that Richfield residents are very satisfied.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- The City Attorney has reviewed and approved the contents of the contract and will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may choose to have Richfield provide its own public health nursing services. The costs of hiring the nursing staff necessary to provide the same level of services and administrative support would be more than our current expenditures and would require a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Bloomington Health Contract	Contract/Agreement

**AGREEMENT BETWEEN  
THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA  
FOR PUBLIC HEALTH SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Bloomington, acting through its Public Health Division, a Minnesota municipal corporation, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington"), and the City of Richfield, a Minnesota municipal corporation, located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield").

**WITNESSETH:**

**WHEREAS**, Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements; and

**WHEREAS**, Bloomington provides local public health services, including, but not limited to public health nursing services (including home visits), public health clinics, health education, health promotion services, disease prevention and control, health planning, and program administration; and

**WHEREAS**, Richfield wishes to promote, support, and maintain the health of its residents by providing local public health services such as health education, communicable disease programs, public health nursing services, health assessment, counseling, teaching, and evaluation in the community, home and clinic setting at a nominal fee to those making use of such services; and

**WHEREAS**, Richfield wishes to contract with Bloomington to provide such services to residents of Richfield; and

**WHEREAS**, the governing bodies of Bloomington and Richfield are authorized by Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59, Subdivision 10, to provide local public health services and to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield; and

**WHEREAS**, through this contractual arrangement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.06, Subdivision 5a.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the parties agree as follows:

**I. TERM OF AGREEMENT**

A. The term of this Agreement shall be from January 1, 2017, to December 31, 2017, subject to termination as provided in Article VI.

## **II. DUTIES OF BLOOMINGTON**

A. Bloomington agrees to provide residents of Richfield with local public health services (hereinafter called "Public Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Public Health Services into the community.

B. Bloomington agrees to provide Public Health Services utilizing the same quality and kind of personnel, equipment and facilities as Public Health Services are provided and rendered to residents of Bloomington.

C. Bloomington shall provide the Public Health Services on a confidential basis, using duly trained professionals.

D. Bloomington shall provide Public Health Services in compliance with applicable federal, state, and local public health laws, policies, rules, and procedures.

E. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services.

F. Bloomington will communicate with Richfield regarding its Public Health Services in the form of reports, conferences, or consultations, as Richfield shall reasonably request. All reports relating to Public Health Services that are given by Bloomington to the Bloomington City Council or to the Bloomington City Manager during the term of this Agreement shall also be given to Richfield.

G. Bloomington also agrees to send Richfield an annual report describing its Public Health Services in such detail and form as Richfield may reasonably request. Also, at Richfield's request, made not more than two (2) times during the term of this Agreement, administrative officers of Bloomington's Division of Public Health shall attend meetings of the Richfield City Council, or an appropriate Richfield board or commission, to answer questions and give further information on the Public Health Services.

H. Bloomington will also provide services to Richfield for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants, children and adolescents. Richfield agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2017 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.



### **III. DUTIES OF RICHFIELD**

A. Richfield shall pay to Bloomington the total not-to-exceed amount of TWO HUNDRED FORTY TWO THOUSAND THREE HUNDRED EIGHT AND NO/100 DOLLARS (\$242,308.00) during the term of this Agreement as described in Exhibit A, which is incorporated by reference.

### **IV. DUTIES OF THE PARTIES**

A. Bloomington and Richfield understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and payments of any kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Public Health Services. Except as agreed to herein, any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

B. To the extent allowed by law, the parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:

1. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000.
2. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.

C. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2.

D. Bloomington agrees to maintain medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

E. To the extent allowed by law, the parties shall defend, indemnify and hold each other and their guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors harmless from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the other's (including its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily

injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of the acting party, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

F. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Bloomington's staff as the agents, representatives or employees of Richfield for any purpose in any manner whatsoever. Bloomington and its agents, representatives or employees are to be and shall remain an independent contractor with respect to all services performed under this Agreement. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required under this Agreement, shall not be considered employees of Richfield, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors shall in no way be the responsibility of Richfield; and Bloomington shall defend, indemnify and hold Richfield, its officers, officials, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel shall not be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

G. To the extent permitted by law, Bloomington agrees that Richfield has the right to use, reproduce and apply as it desires, any data, reports, analyses and materials that are collected or developed by Bloomington or anyone acting on behalf of Bloomington as a result of this Agreement.

H. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when sent via electronic mail to the following addresses if the notice is contemporaneously deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road  
Bloomington, Minnesota 55431  
Attention: City Manager  
Email: \_\_\_\_\_

To Richfield: 6700 Portland Avenue South  
Richfield, Minnesota 55423  
Attention: City Manager  
Email: \_\_\_\_\_

Such addresses may be changed by either party upon notice to the other party given as herein provided.

## **V. GENERAL PROVISIONS**

A. Entire Agreement. This Agreement, any attached exhibits and any amendments signed by the parties, represents the entire Agreement between the parties and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

B. Applicable Laws. This Agreement shall be interpreted using the laws of the State of Minnesota. The parties agree to cooperate with each other in order to comply with all applicable local, state and federal laws, rules, regulations and ordinances in the performance of the duties of and arising from this Agreement, including but not limited to the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), the Americans with Disabilities Act, as amended (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and Minn. Stat § 16C.05, Subd. 5. The parties agree to hold harmless and indemnify the other from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA or Section 504, or both, caused by the other. Upon request, an accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Richfield agrees to utilize its own text telephone or the Minnesota TTY Relay Service in order to comply with accessibility requirements. The parties agree to designate coordinators to facilitate compliance with these applicable laws.

C. Assignment. This Agreement shall not be assigned except with the written consent of the parties.

D. Mediation. The parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

E. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

F. Signatory. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same

instrument.

## **VI. TERMINATION**

Either party may terminate this Agreement for any reason upon giving one hundred twenty (120) days' advanced written notice to the other party.

In the event of termination,

1. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Richfield, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual report required by this Agreement, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.
2. The parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
3. The provisions of Article IV and V shall continue and survive termination.

[REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed  
the day and year first above written.

**CITY OF BLOOMINGTON, MINNESOTA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney

**CITY OF RICHFIELD, MINNESOTA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its City Manager

Exhibit A  
PAYMENT

A. Richfield shall pay to Bloomington the total not-to-exceed amount of TWO HUNDRED FORTY TWO THOUSAND THREE HUNDRED EIGHT AND NO/100 DOLLARS (\$242,308.00) for Public Health Services provided pursuant to this Agreement according to the following terms:

1. Payment shall be made in quarterly installments of SIXTY THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS AND 00/100 (\$60,577.00).
2. On April 15, July 15, and October 15, 2017 and on January 15, 2018, Bloomington shall send to Richfield a statement covering the period of three (3) calendar months preceding the month in which the statement is given.
3. Payment shall be made to Bloomington within fifteen (15) days of the receipt by Richfield of the statements to be given pursuant to Exhibit A, Paragraph A. 2. hereof, subject, however, to the provisions of Exhibit A, Paragraph A. 4. hereof.
4. Should any dispute arise over this Agreement, Richfield shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Article V, Paragraph E of this Agreement.



**STAFF REPORT NO. 18**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director  
2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/9/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of an agreement with Stevens Engineers to perform professional services for the design and preparation of construction documents for conversion of the R-22 direct refrigeration system at the Richfield Ice Arena.**

**EXECUTIVE SUMMARY:**

By the year 2020, R-22 refrigerant will no longer be produced or imported. The City currently has R-22 direct refrigeration systems in both rinks at the Richfield Ice Arena. Staff has received design proposals from two qualified engineering consultants to determine the best course of action. Staff has found that a single ammonia-based refrigeration system to serve the two existing ice rinks is the most efficient and cost effective solution. Switching to a single ammonia-based refrigeration system will result in significant savings in terms of equipment maintenance throughout the year. In addition, ammonia is a natural based refrigerant and is more environmentally friendly.

Of the two design proposals, staff recommends Stevens Engineers of Hudson, Wisconsin. This local engineering firm has completed many ammonia conversions across the country including a number of them in the metro area. Stevens Engineers comes highly recommended and have recently converted systems to ammonia in West St. Paul, St. Louis Park, and Edina. The other consultant, I.B. Storey of Redington Shores, Florida, proposed a higher fee for services.

The total cost of the project is estimated at \$3,658,763, including design costs. The design fee for Stevens Engineers is based on 7.5% of the construction cost. Staff recommends splitting the project into two phases with Phase One dedicated to replacing the piping in the floor of rink two and constructing the combined refrigeration equipment for both rinks. Phase Two includes the replacement of piping in rink one and connecting to the ammonia-based system that was installed in Phase One. Phase Two can be delayed a year to aid in the availability of additional funding. R-22 refrigerant from rink two can be stored and made available in rink one, in case of a leak, until rink one is converted.

The City was recently awarded a James Metzen Mighty Ducks Grant in the amount of \$400,000. As a condition of the grant award, the City will have to complete Phase One by December 31, 2017. Staff will submit another James Metzen Mighty Ducks Grant application next year for an additional \$400,000 to be applied to the conversion of rink one (Phase Two) in 2018.

Funding for the project comes from the James Metzen Mighty Ducks Grant in the amount of \$800,000 and the remainder of Special Revenue Funds and other City funds in the amount of \$2,858,763. Funding for Phase One of this project was included in the approved 2017 Capital Improvement Budget and the 2018-2021 Capital Improvement Plan, with the completion date in 2019.

### **RECOMMENDED ACTION:**

**By Motion: Approve an agreement with Stevens Engineering to perform professional services for the design and preparation of construction documents for the conversion of the R-22 direct refrigeration system at the Richfield Ice Arena and authorize the City Manager to execute the agreement.**

### **BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

- As a continued effort to improve the mechanical operations and financial success of the Richfield Ice Arena, staff has researched and planned for the elimination of its dependency on R-22 to operate its ice rinks. The City of Richfield has a great history of delivering a great product to its customers. The Richfield Ice Arena is used by the Minnesota Magicians, Adult Hockey Association, Academy of Holy Angels High School, Richfield/Southwest Christian Coop High School, Richfield Youth Hockey Association, Edina Youth Hockey Association, and the Minneapolis Storm Youth Hockey Association.
- The Richfield Ice Arena was constructed in 1971 using a direct R-22 Holmsten Ice Rink system. This rink is a NHL-sized rink with a sand floor. The City built another ice sheet in 1999 to meet the growing demand of ice time in the metro area. Richfield again installed an R-22 Holmsten Ice Rink system for the second sheet of ice. The second rink is also NHL size, but with a concrete floor instead of sand. The facility and mechanical equipment has been well maintained throughout its lifetime and will receive many more years of operation.

#### **B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Pursuant to Section 8.04 of the City Charter, the project requires a public hearing and approval of a transitory ordinance because the estimated design costs may exceed \$250,000 and the estimated construction cost may exceed \$2,000,000. Council conducted a public hearing and approved a transitory ordinance on December 13, 2016. The transitory ordinance is effective thirty days after the public hearing.

#### **C. CRITICAL TIMING ISSUES:**

- To minimize revenue loss, the ideal time period to close down rink two for the Phase One refrigeration conversion is May 22, 2017 to October 8, 2017. This leaves a tight schedule to prepare design and specifications and to bid the project out in time to be able to order equipment and materials before May 22, 2017. The bid opening for the project is scheduled for March 16, 2017, with consideration of award of contract on March 28, 2017.

#### **D. FINANCIAL IMPACT:**

After a few weeks of exploratory work, a cost estimate for the entire project was recently revised by Stevens Engineering. A summary of the construction costs are attached. The project estimate includes a 15% contingency.

##### **Revised Project Cost Estimate**

Total Cost of Construction with 15% contingency	\$3,403,500
Design Costs (7.5%)	<u>\$255,263</u>
<b>Total Revised Project Cost</b>	<b>\$3,658,763</b>

##### **Source of Funding**

James Metzen Mighty Ducks Grant	\$800,000
Special Recreation Funds and Other City Funds	<u>\$2,858,763</u>
<b>Total Funding</b>	<b>\$3,658,763</b>



### **Operating Cost Savings**

Going to a single ammonia-based refrigeration system will have a significant savings in terms of equipment maintenance throughout the year. The new system is designed using screw compressors, which require very little annual maintenance. Additionally, should there ever be a leak in the system, the cost of ammonia is roughly seven times cheaper per pound than R-22. This new system will save the City an estimated \$40,000 per year on maintenance costs.

### **E. LEGAL CONSIDERATION:**

- Pursuant to Section 8.04 of the City Charter, the project requires approval of a transitory ordinance because the estimated project cost exceeds \$2,000,000.
- Pursuant to Section 8.05 of the City Charter, notice of the public hearing will be published in the Sun Current fourteen days prior to the hearing. The publication date was December 1, 2016.
- The City Attorney has reviewed and approved the agreement and will be available to answer questions.

### **ALTERNATIVE RECOMMENDATION(S):**

- The City could decide to forgo the grants and apply at a future date. Unfortunately, there is no guarantee the State will continue issuing grants beyond 2017. This would be a higher cost alternative as construction costs will increase over time.

### **PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

### **ATTACHMENTS:**

Description	Type
▣ Stevens Engineering Agreement	Cover Memo
▣ Opinion of Probable Construction Costs	Cover Memo

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**EJCDC** 

ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

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*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January , 2017 ("Effective Date") between  
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City of Richfield, Minnesota ("Owner") and

Stevens Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Richfield Ice Arena Ice System Replacement Project ("Project").

Engineer's services under this Agreement are generally identified as follows:

Replacement of the ice system including the two refrigeration systems, 2 ice rink floors, 1 dasher board system and related MEP work.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.  
B. Owner shall pay Engineer as set forth in Exhibit C.  
C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.  
B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.  
C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, ~~as its sole remedy~~, to the recovery of direct damages, if any, resulting from such failure.

#### **ARTICLE 4 – INVOICES AND PAYMENTS**

##### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

##### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

#### **ARTICLE 5 – OPINIONS OF COST**

##### **5.01 Opinions of Probable Construction Cost**

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

##### **5.02 Designing to Construction Cost Limit**

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

##### **5.03 Opinions of Total Project Costs**

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

#### **ARTICLE 6 – GENERAL CONSIDERATIONS**

##### **6.01 Standards of Performance**

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
1. Engineer and Owner shall comply with applicable Laws and regulations.
  2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) And as modified by the City Attorney unless both parties mutually agree to use other general conditions by specific reference in Exhibit J. The City Attorney's modifications to the EJCDC C-700 general conditions shall not materially modify the Engineer's obligations without the Engineer's written approval.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- M. The Engineer's liability, if any, for additional costs or damages the Owner incurs as a result of the Engineer's failure to observe and report defective work shall be governed by applicable law and § A1.05. A.8. The parties do not intend anything in this Agreement or the Exhibits incorporated therein (including without limitation Articles 6.01.H, I, and K, and Exhibits A, B, and I), to limit the Engineer's duties as prescribed by applicable law or by Exhibit A, § A1.05.A.8.
- 6.02 *Design Without Construction Phase Services*
- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.
- 6.03 *Use of Documents*
- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the

Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so



requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to

the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.
- C. Either party may commence litigation before completing the dispute resolution procedures set forth in this Article or in Exhibit H if that party has a good faith concern about the potential application of a statute of limitations. In the event litigation is commenced, the parties agree to proceed to complete the dispute resolution procedures as soon as practicable.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. **Indemnification by Engineer:** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

- C. *Environmental Indemnification*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence*: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- 6.11 *Miscellaneous Provisions*
- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: ~~To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~
- F. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Engineer agrees that the books, records, documents, and accounting procedures and practices of the Engineer, that are relevant to the contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six years. The Engineer shall maintain such records for a minimum of six years after final payment.
- G. Pursuant to Minnesota Statutes § 13.05, Subd. 11, the Engineer agrees that all of the data created, collected, received, stored, used, maintained, or disseminated by the Engineer in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and the Engineer must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the Engineer. The Engineer does not have a duty to provide access to public data to the public if the public data are available from the Owner.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included:**

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. NOT USED.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. NOT USED.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. NOT USED
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

**[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]**

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Notwithstanding the foregoing, only the City Council shall have authority to render decisions affecting the time and cost of the Project.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Richfield, Minnesota

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer:

Stevens Engineers, Inc.

By: 

Scott A. Ward

Title: \_\_\_\_\_

Vice President

Date Signed: \_\_\_\_\_

2.6.17

Engineer License or Firm's Certificate No. \_\_\_\_\_

40921

State of: \_\_\_\_\_

Minnesota

Address for giving notices:

6700 Portland Avenue

Richfield, Minnesota 55423-2560

Address for giving notices:

2211 O'Neil Road

Hudson, WI 54016

Designated Representative (Paragraph 8.03.A):

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

  
Angela Popenhagen

Title: \_\_\_\_\_

President

Phone Number: \_\_\_\_\_

651.436.2075

Facsimile Number: \_\_\_\_\_

715.386.5879

E-Mail Address: \_\_\_\_\_

sward@stevensengineers.com

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.  
Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 — Study and Report Phase**

##### **A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate ~~[insert specific number or list here]~~ alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: ~~[here list any such tasks or deliverables]~~
7. Furnish        review copies of the Report and any other deliverables to Owner within        calendar days of the Effective Date and review it with Owner. Within        calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish        copies of the revised Report and any other deliverables to the Owner within        calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

#### **A1.02 Preliminary Design Phase**

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: NONE.
6. Furnish 3 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, and review them with Owner. Within 2 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner \_\_\_ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within \_\_\_ calendar days after receipt of Owner's comments.~~

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Final Design Phase tasks or deliverables: NONE
5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 2 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 10 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.



7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: **NONE**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
  3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
  4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
    - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes

responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by ~~Owner or~~ Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in

progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
  17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: NONE
  19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
  2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
  3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: *NONE*
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## PART 2 – ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor; and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating ~~an unreasonable claim or~~ an excessive number of claims submitted by Contractor or others in connection with the Work.
  7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
  8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
  9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.

- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: NONE

SUGGESTED FORMAT  
(for use with E-500, 2008 Edition)

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of  
the **Agreement between Owner and Engineer for Professional  
Services** dated January 4, 2017.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01    *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost  
Method of Payment***

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. *General:* An amount equal to 7.5 percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses.
2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
  - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by change orders.
  - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
  - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
  - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
  - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Progress Payments:*

- a. The portion of the amounts billed for Engineer’s services which is on account of the Percentage of Construction Cost will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	<u>          </u> %
Preliminary Design Phase	35%
Final Design Phase	40 %
Bidding or Negotiating Phase	<u>5</u> %
Construction Phase	<u>20</u> %
	100%



- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

**COMPENSATION PACKET AS-1:**  
**Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
  - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation for Reimbursable Expenses:*
  - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  - 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
  - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of December 31st) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
  - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
  - 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
  - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 4, 2017.

### **Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

8"x11" B/W Copies	<u>\$0.18 /page</u>
8 ½ x 14" B/W Copies	<u>\$0.22/page</u>
11" x 17" B/W Copies	<u>\$0.30/page</u>
8"x11" Color Copies	<u>\$0.90/page</u>
8 ½ x 14" Color Copies	<u>\$1.05/page</u>
11"x17" Color Copies	<u>\$1.65/page</u>
22"x34" B/W prints	<u>\$2.85/page</u>
24" x 36" B/W prints	<u>\$3.15/page</u>
28" x 42" or larger B/W prints	<u>\$4.65/page</u>
22"x34" Color prints	<u>\$5.25/page</u>
24" x 36" Color prints	<u>\$5.80/page</u>
28" x 42" or larger Color prints	<u>\$6.30/page</u>
Binding plan sets (per set larger than 11x17)	<u>\$8.50 each</u>
Specification and Report Assembly (Binder, Cover)	<u>\$12.00 each</u>
Laminated Report Covers with Binder	<u>\$22.00 each</u>
Mileage (auto)	<u>IRS Allowable Rate</u>
Mileage (Field Truck)	<u>IRS Allowable Rate + \$0.15</u>
Materials to assemble reports	<u>at cost</u>
Other similar direct project related expenditures	<u>at cost</u>
Meals and Lodging	<u>at cost</u>
Other similar direct project related expenditures	<u>at cost</u>

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 4, 2017.

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**Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

2016 Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer/Project Manager	<u>\$155 to 210 /hour</u>
Project Engineer/Architect	<u>\$95 to 165 /hour</u>
Graduate Engineer	<u>\$75 to 110/hour</u>
Technician	<u>\$60 to 90/hour</u>
Administrative	<u>\$55 to 70/hour</u>
Survey Crew (1 person, GPS or Robot)	<u>\$155/hour</u>
Survey Crew (2 person, standard)	<u>\$165 to \$175/hour</u>

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 4, 2017.

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT:  
OWNER:  
CONTRACTOR:  
OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:  
EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:  
ENGINEER:

NOTICE DATE:

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To: \_\_\_\_\_  
Owner  
And To: \_\_\_\_\_  
Contractor  
From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

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**Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

**G6.04 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:
  - a. Workers' Compensation: Statutory
  - b. Employer's Liability --
    - 1) Each Accident: \$1,000,000
    - 2) Disease, Policy Limit: \$1,000,000
    - 3) Disease, Each Employee: \$1,000,000
  - c. General Liability --
    - 1) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
    - 2) Personal & Adv Injury: \$2,000,000
    - 3) General Aggregate: \$4,000,000
    - 4) Products – Comp/OP AGG: \$4,000,000
  - d. Excess or Umbrella Liability --
    - 1) Each Occurrence: \$2,000,000
    - 2) General Aggregate: \$2,000,000
  - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
    - 1) Combined Single Limit: \$1,000,000
  - f. Professional Liability –
    - 1) Each Claim Made: \$2,000,000
    - 2) Annual Aggregate: \$2,000,000
  - g. Other (specify): NONE

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. Stevens Engineer's Inc.  
Engineer

b. Wold Architects  
Engineer's Consultant

c. \_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 4, 2017.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **H6.08    *Dispute Resolution***

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 4, 2017.

### **Special Provisions**

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Paragraph(s) of the Agreement is/are amended to include the following agreement(s) of the parties: NONE



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 4, 2017.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. \_\_\_\_\_**

**1. Background Data:**

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: \_\_\_\_\_
- c. Engineer: \_\_\_\_\_
- d. Project: \_\_\_\_\_

**2. Description of Modifications:**

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*[List other Attachments, if any]*

**5. Agreement Summary (Reference only)**

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Opinion of Probable Construction Costs based on Preliminary Design  
Richfield Ice Arena  
Richfield, Minnesota

1/31/2017  
File No. 900-16-273



Item	Units	Qty	Unit Price	Total
<b>DIVISION 01, GENERAL CONDITIONS</b>				
1 Building Permit	LS	1	discuss with owner	
			Subtotal	\$0
<b>DIVISION 02 - 12, BUILDING SYSTEMS</b>				
2 Roofing	LS	1	\$5,000	\$5,000
3 Structural penetrations for ME equipment and ice system mains	LS	1	\$10,000	\$10,000
4 Doors and Hardware	LS	1	\$5,000	\$5,000
			Subtotal	\$20,000
<b>DIVISION 13, SPECIAL CONSTRUCTION</b>				
5 Salvage and reinstall Rink 2 dasher boards	LS	1	\$35,000	\$35,000
6 Remove Rink 1 dasher boards	LS	1	\$15,000	\$15,000
7 Concrete demolition for underground mains trenches	LS	1	\$25,000	\$25,000
8 Demolish existing concrete ice rink floor (Rink 2)	LS	1	\$75,000	\$75,000
9 Demolish existing sand ice rink floor (Rink 1)	LS	1	\$35,000	\$35,000
10 Demolish existing refrigeration equipment (Rink 2)	LS	1	\$20,000	\$20,000
11 Demolish existing refrigeration equipment (Rink 1)	LS	1	\$21,000	\$21,000
12 New combined ammonia refrigeration system with screw compressors, computer controls and basic heat recovery (subfloor & snowmelt)	LS	1	\$1,000,000	\$1,000,000
13 8" transmission mains (rink 1 floor)	LS	1	\$50,000	\$50,000
14 3" transmission mains (rink 1 subfloor)	LS	1	\$30,000	\$30,000
15 New stainless steel snowmelt coil (Rink 2)	LS	1	\$20,000	\$20,000
16 New stainless steel snowmelt coil (Rink 1)	LS	1	\$21,000	\$21,000
17 Waste heat recovery to existing heat pump system in Rink 1 boiler room (incl. heat exchanger, pump, transmission mains)	LS	1	\$80,000	\$80,000
18 Concrete ice rink floor, poly rink piping and subfloor heat (Rink 2)	LS	1	\$550,000	\$550,000
19 Concrete ice rink floor, poly rink piping and subfloor heat (Rink 1)	LS	1	\$570,000	\$570,000
20 New concrete for underground mains trenches	LS	1	\$25,000	\$25,000
21 New resilient flooring for Rink 1 mains trench	LS	1	\$10,000	\$10,000
22 New dasher board system (Rink 1)	LS	1	\$185,000	\$185,000
			Subtotal	\$2,767,000
<b>DIVISION 20 - 23, MECHANICAL SYSTEMS</b>				
23 Demolition	LS	1	\$1,500	\$1,500
24 New occupancy & emergency ventilation system for ice equipment room	LS	1	\$35,000	\$35,000
25 New 1" water line to remote sump	LS	1	\$2,200	\$2,200
26 Relocate floor drain in ice equipment room	each	1	\$3,500	\$3,500
27 New floor drains in ice equipment room	each	1	\$3,500	\$3,500
28 Combination eyewash / shower	each	2	\$4,500	\$9,000
29 Controls for ME equipment	LS	1	\$12,000	\$12,000
30 1" gas line to existing gas meter	LS	1	\$7,500	\$7,500
31 Fire Protection	LS	1	\$500	\$500
			Subtotal	\$74,700
<b>DIVISION 26, ELECTRICAL</b>				
32 Demolition	LS	1	\$3,600	\$3,600
33 New electrical feeder for ice equipment MCC	LS	1	\$82,500	\$82,500
34 Lighting and receptacle modifications in ice equipment room	LS	1	\$1,000	\$1,000
35 Electrical and controls for ME equipment	LS	1	\$2,200	\$2,200
36 Electric unit heater in ice equipment room	LS	1	\$3,000	\$3,000
			Subtotal	\$92,300
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>				
37 Remove existing chain link fence	LS	1	\$500	\$500
38 Chain link fence (around condenser and dehumidification unit)	LS	1	\$5,000	\$5,000
			Subtotal	\$5,500
<b>Subtotal</b>				<b>\$2,959,500</b>
15% Contingency				\$444,000
<b>Total Estimated Construction Cost (excluding design and construction administration)</b>				<b>\$3,403,500</b>



**STAFF REPORT NO. 19**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Elizabeth VanHoose, City Clerk

DEPARTMENT DIRECTOR REVIEW: Elizabeth VanHoose, City Clerk  
2/9/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/9/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution appointing election judges for the March 7, 2017 Special Election.**

**EXECUTIVE SUMMARY:**

The Special Election is on Tuesday, March 7, 2017.

Election Judges

The City Clerk's office is updating and verifying the City's election judge availability list. All individuals who have previously served as an election judge, were on the list submitted to the County Auditor by the major political parties, or have expressed an interest in serving as an election judge were asked to complete an online election judge application.

Election judges will be assigned to the precincts based on availability, party balance, and the number required for each election.

**RECOMMENDED ACTION:**

**By Motion: Adopt a resolution appointing election judges for the March 7, 2017 Special Election.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Minnesota Statute 204B.21 Subd. 2 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and that the appointments be made at least 25 days before the election at which the election judges will serve.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The City Council is required by State Statute to make election judge appointments at least 25 days prior to the election. The proposed resolution contains names of those qualified individuals who have indicated a willingness and ability to serve as an election judge for the March 7, 2017 Special Election.

**C. CRITICAL TIMING ISSUES:**

- If the City Council does not appoint election judges, the conduct of the election would not be valid.

**D. FINANCIAL IMPACT:**

- Having a Special Election will result in having to schedule election judges for appropriate coverage, which will increase election costs.

**E. LEGAL CONSIDERATION:**

- The City Council must appoint election judges to serve at these elections to comply with Minnesota Statute 204B.21, Subd. 2. The names come from a list of people who have indicated their interest in serving as an election judge to the County Auditor pursuant to the provisions of M.S. 204B.21 Subd. 1 and those who have previously served or indicated interest in serving.

**ALTERNATIVE RECOMMENDATION(S):**

- The City Council may choose to appoint other individuals as election judges who are not named in the resolution.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
 Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPOINTING ELECTION JUDGES FOR  
THE MARCH 7, 2017 SPECIAL ELECTION**

**WHEREAS**, a Special Election will be held on Tuesday, March 7, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richfield, Minnesota that the following are hereby appointed as judges for said elections:

Yvonne Atkins	Venious Virginia Clark	Richard Loney
Donna Englert	Ellen Cutter	Megan Lovejoy
Angie Faison	David Dahl	Cynthia Mandl
Sharon Flick	Scott Dahlquist	Lawrence Martin
Nancy Gibbs	Sandra Decker	Michele McGee
John Holter	Liz Ekholm	Sandy Menning-Glavan
Sally Morton	Betty Elenbaas	Richard Morey
Veronica Martinez-	Carolyn Engeldinger	Linda Nemitz
Hernandez	Jeanne Exline	Marilyn Nienkerk
Kari Sinning	Denise Famodu	Cindy Norland
Julie Smith	Edward Fletcher	Martha (Betty)
Marlys Solt	Francie Fletcher	Obenchain
Katherine Stehly	Sharon Foster	Chris Okey
Nancy Stroth	Bridget Gaeleigh	Joan Olinger
Judy Wood	Jennifer Gisslen Lee	Robert Olson
Maggie Johnson	Judy Goebel	Monica Petrov
James Alagna	Rebecca Guarino	Jeffrey Rundgren
Rob Amundson	Roger Guarino	Roger Swanson
Janis Anderson	Ruth Hiland	Mark Tilc
James Atkins	Cheryl Hjortaas	John Twisk
Barbara Bauer	Janette Holter	David Vrieze Daniels
Andrew Boeke	Kathy Johnson	Erin Vrieze Daniels
Linda Boyd	Sita Johnson	Nancy Walstrom
Crystal Brakke	Thomas Keegan	Molly Weber
Nancy Buck	Claire Killian	Elaine Wetsch
Marjorie Cain	Elisabeth Kingdon	Brenda Kupfer
Doris Christine	Nancy Lindberg	

**BE IT FURTHER RESOLVED** that the City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February, 2017.

ATTEST:

\_\_\_\_\_  
Michael Howard, Mayor Pro Tempore

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 20**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the first reading of a transitory ordinance providing funding for certain capital improvements from the Special Revenue Fund.**

**EXECUTIVE SUMMARY:**

As part of the Capital Improvement Budget and annual City Budget process, certain special revenue funds are allocated each year to fund capital projects identified through the budget process.

The source of the special revenue funds are profits derived from the City's Liquor Store operation. These profits are transferred to the Liquor Contribution Special Revenue Fund.

Before the funds within the Special Revenue Fund can be used for the identified capital projects, the City Charter requires that a transitory ordinance be used to authorize the expenditure of the funds. In addition, the ordinance process allows for public input through a public hearing.

The proposed funding for 2017 totals \$450,000 and encompasses several park and recreation related projects.

**RECOMMENDED ACTION:**

**By Motion: Approve first reading of a transitory ordinance providing for the expenditure of funds from the Special Revenue Fund for certain capital improvements, schedule public hearing and second reading for March 14, 2017.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- At the December 13, 2016 City Council meeting, the City Council authorized \$450,000 of Special Revenue Funds for improvements to several City capital improvements in 2017.
  - Included in the \$450,000 are:
    - \$45,000 for Major Park Maintenance Projects
    - \$5,000 Wood Lake Fence Repair & Tree Removal
    - \$12,000 Ice Arena Restroom Fixtures
    - \$300,000 Ice Arena Conversion to Indirect Refrigeration

- \$50,000 Wood Lake Perimeter Trail Restoration
- \$38,000 Wood Lake Windows and Door Frames
- The 2017 Capital Improvement Budget also provides for expenditures for all types of funds contained in the budget including municipal state aid, user fees, federal grants and state grants.
- Authorization by ordinance is not required for expenditures other than special revenues.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- City Charter Section 7.12, Subd. 2 requires that Special Revenue Funds used for capital improvements must be authorized by ordinance.
- This process provides for public input through a public hearing.

**C. CRITICAL TIMING ISSUES:**

- Under Section 3.09 of the City Charter, a transitory ordinance becomes effective 30 days after publication of the second hearing notice.
- The ordinance requirements must be completed early enough in 2017 so the capital projects can be initiated on a timely basis, completed and the funds expended.
- It is suggested that the first reading of the transitory ordinance take place on February 14, 2017 and a public hearing and second reading be completed at the March 14, 2017 City Council meeting.

**D. FINANCIAL IMPACT:**

- While the total 2017 Capital Improvements Budget (CIB) includes total budgeted expenditures of \$73,386,000, the portion of CIB concerning proposed funding from the Special Revenue fund is \$450,000.

Major Park Maintenance Projects	\$45,000
Wood Lake Fence Repair & Tree Removal	\$5,000
Ice Arena Restroom Fixtures	\$12,000
Ice Arena Conversion to Indirect Refrigeration	\$300,000
Wood Lake Perimeter Trail Restoration	\$50,000
Wood Lake Windows and Door Frames	\$38,000

- The source of Special Revenue funds is municipal liquor profits.

**E. LEGAL CONSIDERATION:**

- The City Charter requires that a transitory ordinance be used to authorize the expenditure of special revenue funds.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
□ 2017 Transitory Ordinance Resolution	Resolution Letter



**BILL NO.**

**TRANSITORY ORDINANCE NO.**

**AN ORDINANCE PROVIDING FOR THE EXPENDITURE OF MONEY FROM  
THE SPECIAL REVENUE FUND FOR CERTAIN CAPITAL IMPROVEMENTS**

**CITY OF RICHFIELD DOES ORDAIN:**

Section 1: It is found and determined to be necessary and expedient for the City to expend money from the Special Revenue Fund for the making of capital improvements listed in Section 2 hereof, for which the City would be authorized to issue general obligation bonds.

Section 2: The capital improvements and amounts of expenditures for such improvements which are authorized to be paid from the Special Revenue Fund under Section 7.12, Subdivision 2 of the City Charter, are as follows:

Major Park Maintenance	\$ 45,000
Wood Lake Fence Repair and Tree Removal	\$ 5,000
Ice Arena Restroom Fixtures	\$ 12,000
Ice Arena Conversion to Indirect Refrigeration	\$ 300,000
Wood Lake Perimeter Trail Restoration	\$ 50,000
Wood Lake Windows and Door Frames	\$ 38,000

Section 3: The expenditures herein authorized shall be made pursuant to such contracts as are authorized from time to time by Council action.

Passed by the City Council of the City of Richfield this 14th day of February, 2017.

\_\_\_\_\_  
Michael Howard, Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 21**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
 2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
 2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of approval of the transfer of funds to close out the North Richfield Parkway and the Lincoln Field & Other Park Improvements capital project funds.**

**EXECUTIVE SUMMARY:**

The North Richfield Parkway project has been completed and there has been no activity for several months. For the purposes of the Engineering division this project fund can be closed out.

The Lincoln Field & Other Park Improvements project has been completed for several years; however, due to an internal loan established to help fund the project, the fund has remained open. As of December 31, 2016, the internal loan has been paid off and the fund can now be closed.

**RECOMMENDED ACTION:**

**By Motion: Approve the transfer of funds to close out the North Richfield Parkway and Lincoln Field & Other Park Improvements capital project funds effective December 31, 2017.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- N/A

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The City's auditors have recommended that non-budgeted transfers between funds be approved by the City Council.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

The following table reflects the closing of the funds and the corresponding funding recipients.

<u>Fund to Close</u>	<u>Balance</u>	<u>Funding Recipient</u>	<u>Amount</u>
North Richfield Parkway	\$30,650	MSA Fund	\$30,650

Lincoln Field & Other Park Improvements      \$941    Liquor Contribution Fund      \$941

**E. LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- The City Council may choose to approve all, part or none of the proposed fund closings.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A



**STAFF REPORT NO. 22**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Jim Topitzhofer, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Jim Topitzhofer, Recreation Services Director  
2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration of the approval of a resolution authorizing acceptance of grants and donations received by the Richfield Recreation Services Department in the amounts of \$2,050 and \$5,000 and authorizing the Recreation Services Director to apply the funds as intended by the donors.

**EXECUTIVE SUMMARY:**

Richfield Recreation was awarded \$2,050 from Richfield READY to fund transportation costs for youth summer trips in 2017. \$800 was awarded to cover transportation costs for the Youth Grand Adventure Trip to Duluth on July 26 and \$1,250 will help fund transportation costs for five playground trips from June 16 to July 21.

Also, Richfield residents Jeremy and Mary Hanson have donated \$5,000 to Wood Lake Nature Center for the beautification of the Bryant Gate area at the south end of the nature center. The funds will be used for native plantings and signage.

**RECOMMENDED ACTION:**

**By Motion: Approve a resolution authorizing acceptance of grants received from Richfield READY totaling \$2,050, to help fund youth summer trips, and Jeremy and Mary Hanson for \$5,000, for Wood Lake Nature Center to help fund improvements at the south end of the nature center, and authorizing the Recreation Services Director to apply the funds as intended by the donors.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Recreation Services Department has applied for funding assistance from Richfield READY in the past, which helps alleviate the cost of many youth programs. Likewise, Wood Lake Nature Center has received similar donations from private parties for various site improvements at the Nature Center.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by a two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

- City Council considers approval for all City contracts and agreements by policy.

**C. CRITICAL TIMING ISSUES:**

- There are no critical timing issues associated with this item.

**D. FINANCIAL IMPACT:**

- These grants will make it possible to offer these programs and conduct these site improvements.

**E. LEGAL CONSIDERATION:**

- Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property be by resolution and adopted by a two-thirds majority of the City Council.

**ALTERNATIVE RECOMMENDATION(S):**

- There are no alternative recommendations associated with this item.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution Accepting Grants and Donations	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION ACCEPTING A DONATION RECEIVED BY THE RICHFIELD  
RECREATION SERVICES DEPARTMENT FROM RICHFIELD READY FOR SUMMER  
YOUTH TRIPS IN THE AMOUNT OF \$2,050, AND FROM JEREMY AND MARY  
HANSON FOR SITE IMPROVEMENTS AT WOOD LAKE NATURE CENTER IN THE  
AMOUNT OF \$5,000.**

**WHEREAS**, Minnesota Statute 465.03 reads in part as follows:

Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every acceptance shall be by resolution of the council adopted by two-thirds majority of its members, expressing such terms in full, and

**WHEREAS**, the City of Richfield has received grants and donations as described below:

DATE	DONOR	PURPOSE	AMOUNT
1/30/17	<b>Richfield READY</b>	Transportation costs for summer youth trips	\$2,050
1/30/17	<b>Jeremy and Mary Hanson</b>	Site improvements at the south end of Wood Lake Nature Center	\$5,000

**WHEREAS**, Richfield Recreation and Wood Lake Nature Center will make use of these funds to alleviate the cost of the youth summer trips program and site improvements at the south end of Wood Lake Nature Center, respectively..

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richfield, Minnesota, as follows:

That the City Council of the City of Richfield hereby accepts the grants and donations as listed above, received in 2017, and authorizes the City to administer the funds in accordance with grant agreements and terms prescribed by donors.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February, 2017.

\_\_\_\_\_  
Michael Howard, Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 23**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the appointment of youth members to the Arts Commission and Community Services Commission.**

**EXECUTIVE SUMMARY:**

At the January 24, 2017, City Council meeting the Council made appointments to the City advisory commissions, including youth appointments. Following the meeting, staff determined that a youth position, which was thought to be vacant, was filled during commission recruitment in the fall of 2016. Staff also determined that a youth vacancy on the Community Services Commission existed, and due to the size of the Arts Commission, its membership could be increased to allow for another youth and adult position.

Staff contacted the youth applicants about their interest in joining one of the other commissions that had a youth vacancy. Both applicants indicated their interest in joining a different commission.

**RECOMMENDED ACTION:**

**By Motion: Appoint Grace Verbrugge to the Arts Commission and Darwin Schaeferlane to the Community Services Commission as youth members with terms expiring August 31, 2017.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- This information is contained in the Executive Summary.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- City advisory commissions were established by City ordinance or resolution.

**C. CRITICAL TIMING ISSUES:**

- Appointments of the youth members should be made at the February 14, 2017 City Council meeting so the youth members may participate at the next commission meetings.

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- N/A

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None





**STAFF REPORT NO. 24**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Julie Urban/Kate Aitchison, Housing Specialists

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
2/8/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/9/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consideration of the approval of a resolution specifying the use of funds from the Community Development Block Grant allocation for 2017, reallocating unspent funds from the 2015 allocation, and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.**

**EXECUTIVE SUMMARY:**

Hennepin County (County) is annually awarded federal Community Development Block Grant (CDBG) funding on a formula basis from the Department of Housing and Urban Development (HUD). The County, in turn, allocates a portion of these funds to the City of Richfield to address local needs relating to affordable housing, community development, and public services. A minimum of 70 percent of the funds is required to be used for activities benefiting very low and low-income persons, and a maximum of 15 percent can be used to fund public services.

Staff is proposing to use the City's 2017 allocation of \$236,533 (estimated) as follows:

- \$101,054 - Deferred Loan Rehabilitation Program
- \$100,000 - Single Family Scattered Site Acquisition/Rehabilitation
- \$35,479 - Public Services, as follows:
  - \$18,000 - Household Outside Maintenance for the Elderly
  - \$7,979 - Bridging
  - \$5,000 - HOME Line Tenant Hotline
  - \$4,500 - Community Action Partnership for Suburban Hennepin

An additional \$5,899 in unspent 2015 funds would be reallocated to the Deferred Loan Program.

**RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Approve a resolution authorizing the use of funds for the 2017 Urban Hennepin County Community Development Block Grant Program, reallocating 2015 funds, and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.**

**BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

- \$101,054 in 2017 funds and \$5,899 in 2015 unspent funds is proposed to be allocated to the Housing and Redevelopment Authority (HRA) for the Deferred Loan Program, which provides no-interest, 30-year loans up to \$30,000 to low-income homeowners to address health, safety, and property maintenance needs. This program has been in existence since 1984 and is administered for the City by Hennepin County. In Federal Fiscal Year 2015, 4 loans were completed and 5 loans were started. Nineteen households are currently on the waiting list for the Program.
- \$100,000 is proposed to be allocated to the HRA to either purchase and demolish a substandard property and work with a non-profit developer to construct a new, affordable home; or to purchase and rehabilitate an existing home. The newly constructed or rehabilitated property would be sold to a household earning 80 percent of the area median income or less (\$65,800 for a family of four).
- \$35,479 is proposed to be distributed to public service agencies. Applications were sent to eligible agencies in January. Based on a review of the applications, funds are proposed to be allocated as follows:
  - \$18,000 to Household Outside Maintenance for Elderly (HOME), which provides household maintenance and chore services for residents who are 60 years old or older or are disabled, with the goal of helping people stay in their homes. Clients are asked to pay for services based on a sliding fee scale, which covers 37 percent of the cost of providing services. In 2016, HOME provided services to 79 Richfield households.
  - \$7,979 to Bridging, which provides a basic home set up (furniture and household goods) for individuals transitioning out of homelessness and poverty. Clients pay a fee for service, which covers 50 percent of the cost of the services. In 2016, Bridging served 54 Richfield households. This would be the first year Bridging receives CDBG funds.
  - \$5,000 to HomeLine, which offers a Tenant Hotline that provides information and advice on tenant/landlord law and court procedures, maintenance/repair issues, management responsibilities, and tenant rights in the event of foreclosure. HomeLine also does advocacy work; however CDBG funds are only used to fund hotline services. In 2016, HomeLine's hotline provided services to 212 Richfield households.
  - \$4,500 to Community Action Partnership for Suburban Hennepin (CAPSH), which provides foreclosure prevention counseling and loan assistance, first-time home buyer education and counseling, financial literacy and budget counseling, reverse mortgage counseling, and home repair and maintenance counseling and education. In 2016, CAPSH provided services to 30 Richfield households.

#### **B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- All funded activities must meet one of three national objectives: benefiting low and moderate-income persons, preventing or eliminating slums and/or blight, or meet an urgent need. In addition, activities must be consistent with priorities identified in the County's Consolidated Plan. Those priorities include a variety of housing activities such as housing rehabilitation, public services to maintain or increase self-sufficiency, and neighborhood revitalization activities.
- CDBG guidelines require that at least 70 percent (\$165,573) must be used for activities benefiting very low and low income persons.
- Under the CDBG funding guidelines, no more than 15 percent (\$35,479) of the allocation can be spent on Public Services.

#### **C. CRITICAL TIMING ISSUES:**

- The application for 2017 funds is due to Hennepin County by February 24, 2017.
- The 2017 Federal Fiscal Year will begin on July 1, 2017. Funds must be spent by June 30, 2018.

#### **D. FINANCIAL IMPACT:**

- The City's estimated allocation for 2017 is \$236,533.
- The amount of unspent 2015 funds to be reallocated is \$5,899.
- In the event of a change in the final allocation, the amount of funds allocated to each activity will be increased or decreased accordingly, within the limits allowed by CDBG guidelines.

#### **E. LEGAL CONSIDERATION:**

- A local public hearing must be held prior to submission of the 2017 application. Notice of the public hearing was published in the Sun Current on February 2, 2017.

**ALTERNATIVE RECOMMENDATION(S):**

- Council may modify the amount of funds allocated to each project in a way that still meets funding guidelines.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Representatives from HOME, Bridging, HOME Line, and CAPSH may attend.

**ATTACHMENTS:**

Description	Type
D CDBG Resolution	Resolution Letter

## RESOLUTION NO.

### RESOLUTION APPROVING PROPOSED USE OF 2017 AND 2015 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS

**WHEREAS**, the City of Richfield, Minnesota, through execution of a Joint Cooperation Agreement with Hennepin County, is participating in the Urban Hennepin County Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the City of Richfield has developed a proposal for the use of 2017 CDBG funds made available to it; and

**WHEREAS**, the City proposes to reallocate unspent 2015 CDBG funds awarded to it; and

**WHEREAS**, the City held a public hearing on February 14, 2017 to obtain the views of citizens on local and Urban Hennepin County housing and community development needs and priorities for the City's proposed use of \$236,533 from the 2017 and \$5,899 from the 2015 Urban Hennepin County CDBG Program; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Richfield, Minnesota as follows:

1. Approves the following projects for funding from the 2017 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

Activity	Budget
1. Public Service	
a. H.O.M.E	\$18,000
b. Bridging	\$7,979
b. HOME Line	\$5,000
c. CAPSH	\$4,500
<b>TOTAL</b>	<b>\$35,479</b>
2. Deferred Loan Rehabilitation Program	\$101,054
3. Single Family Acquisition & Rehabilitation	\$100,000
<b>TOTAL CDBG ALLOCATION</b>	<b>\$236,533</b>

2. Approves the following project for funding by reallocating unspent funds from the 2015 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

Activity	Budget
1. Deferred Loan Rehabilitation Program	\$5,899

3. That the Mayor and City Council hereby authorize and direct the execution of the Subrecipient Agreement with Hennepin County and any required Third Party Agreements on behalf of the City to implement the 2017 CDBG Program and 2015 reallocation.
3. That should the final amount of FY 2017 CDBG available to the City be different from the preliminary amount provided to the City, the City Council hereby authorizes the City Manager to adjust project budget(s) to reflect an increase or decrease in funding.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of February, 2017.

\_\_\_\_\_  
Michael Howard, Mayor Pro Tempore

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 25**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
2/7/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the appointment of an adult member to the Arts Commission.**

**EXECUTIVE SUMMARY:**

At the January 24, 2017, City Council meeting the Council made appointments to the City advisory commissions, including youth appointments. Following the meeting, staff determined that a youth position, which was thought to be vacant, was filled during commission recruitment in the fall of 2016. To allow for the appointment of all youth applicants, staff proposes increasing the membership of the Arts Commission by two commissioners: one youth and one adult. The Arts Commission bylaws will be updated at its next regularly scheduled meeting on March 1, 2017, to reflect these changes.

A Special City Council meeting was held on February 14, 2017, to review the applications of residents who indicated their preference for appointment to the Arts Commission.

**RECOMMENDED ACTION:**

**By Motion: Appoint a person to fill a new vacancy on the Arts Commission with a term expiring January 31, 2020.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- This information is contained in the Executive Summary.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- City advisory commissions were established by City ordinance or resolution.

**C. CRITICAL TIMING ISSUES:**

- Appointment should be made at the February 14, 2017 City Council meeting so the new member may participate at the next commission meeting.

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- The February 14, 2017 Special City Council meeting was posted in accordance with the open meeting law requirements.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None



**STAFF REPORT NO. 26**  
**CITY COUNCIL MEETING**  
**2/14/2017**

REPORT PREPARED BY: Karen Barton, Community Development Assistant Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
2/8/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/9/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of agreements with non-profit organizations to provide social services to the City of Richfield and authorization of the City Manager to execute the agreements for services with those agencies.**

**EXECUTIVE SUMMARY:**

Consistent with prior years, the 2017 City Budget includes funding for organizations that provide social services that are deemed to be of benefit to the City and the community in general. The 2017 Budget includes \$70,480 for this purpose.

In December 2016, staff distributed a Request for Proposals for Social Services to non-profit agencies serving the City of Richfield, for services to be provided in 2017.

A total of 10 proposals were received from the following agencies:

- Headway Emotional Health (The Storefront Group);
- Cornerstone Advocacy Services;
- People with CAPES (formerly Advocates for Intentional Living);
- Transportation Resources to Aid Independent Living (TRAIL);
- Volunteers Enlisted to Assist People (VEAP);
- Loaves and Fishes;
- Richfield R.E.A.D.Y.;
- The Family Partnership;
- Senior Community Services; and
- Modulo De Informacion De Recursos Y Apoyo (MIRA)

The proposals represent a wide variety of social services offered to Richfield residents.

The total amount requested for the 10 proposals exceeded the City's available funding by \$35,463.

Council Member Garcia and two Richfield residents assisted in the review of proposals and subsequent funding recommendations. The review committee's recommendations took into account the type of service(s) to be provided, the target population(s) to be served, and past performance of the social service agency, among other criteria. Of the 10 proposals received, one was not recommended for funding at this time. The



following table details the review committee's recommendations:

Organization	2017 Proposal Request	2017 Recommendation
Headway/Storefront	\$12,000	\$8,000
Cornerstone	\$15,000	\$12,980
People with CAPES	\$9,193	\$7,500
TRAIL	\$3,500	\$3,500
VEAP	\$25,000	\$16,000
Loaves and Fishes	\$7,500	\$7,500
Richfield R.E.A.D.Y.	\$2,000	\$2,000
The Family Partnership	\$12,000	\$7,000
Senior Community Services	\$10,000	\$6,000
MIRA	\$9,750	\$0
<b>TOTAL</b>	<b>\$105,943</b>	<b>\$70,480</b>

A complete overview of all services to be provided by the various organizations is attached.

### **RECOMMENDED ACTION:**

#### **By Motion:**

1. Approve the agreements between the recommended non-profit organizations and the City of Richfield; and
2. Authorize the City Manager to execute agreements for services with those agencies.

### **BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

- The City of Richfield has historically allocated funds on an annual basis to social service agencies serving the Richfield community. In 2012, the City was required to make changes to its funding practices due to independent audit findings, resulting in the discontinuation of grant funding to social service type agencies beginning in 2013.
- The City is not authorized to provide grant funding to social service agencies; however, it has been determined that the City can enter into agreements for services with agencies for specific services that are compatible with City activities.
- The 2017 recommendations are based on the following criteria:
  - Demonstrated need of the proposed service for the targeted population.
  - Compatibility with City functions/activities.
  - Partnership and/or assistance with various City services (i.e., public safety).
  - Efforts to serve low-income persons of all races/cultures/ethnicity.
  - Demonstrated value to the community.
  - Past performance.
  - Cost of services and number of persons served.
  - Certified Non-Profit agency.
- The following chart provides a five-year history of the City of Richfield social service funding to the responding agencies (fields left blank indicate no proposal was made):

Organization	2012	2013	2014	2015	2016	2017 Proposed
Headway	\$15,500	\$12,000	\$10,930	\$8,000	\$8,000	\$8,000
Cornerstone	\$12,825	\$12,000	\$10,000	\$12,000	\$11,000	\$12,980
People with CAPES/Adv. for Intentional Living					\$5,000	\$7,500
Comm. Involve. Program	\$6,475	\$5,000	\$3,000	\$4,000	\$4,000	
TRAIL	\$2,125	\$1,550	\$1,550	\$2,000	\$3,000	\$3,500

VEAP	\$15,500	\$15,000	\$18,000	\$18,000	\$16,000	\$16,000
Loaves and Fishes	\$3,900	\$5,000	\$5,000	\$7,480	\$6,000	\$7,500
Richfield R.E.A.D.Y.	\$2,325				\$1,500	\$2,000
Family Partnership	\$11,625	\$10,000	\$7,000	\$6,000	\$6,980	\$7,000
Senior Comm. Services		\$7,000	\$7,000	\$6,000	\$6,000	\$6,000
MIRA	\$11,625	\$9,000	\$8,000	\$7,000	\$3,000	\$0
<b>TOTAL</b>	<b>\$81,900</b>	<b>\$76,550</b>	<b>\$70,480</b>	<b>\$70,480</b>	<b>\$70,480</b>	<b>\$70,480</b>

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- To partner with other agencies as warranted and practical, to assist in the delivery of services to City residents.

**C. CRITICAL TIMING ISSUES:**

- Services are to be provided in the calendar year 2017.

**D. FINANCIAL IMPACT:**

- A City Council/Administration 2017 allocation of \$70,480 is budgeted for social services.
- The proposals exceeded the City's available funding by \$35,463.

**E. LEGAL CONSIDERATION:**

- The City Attorney has reviewed the agreements and will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**

- Approve the recommendations with revised allocations.
- Do not approve the recommendations.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Representatives of the Social Service Agencies may be in attendance.

**ATTACHMENTS:**

Description	Type
□ 2017 Social Service Funding RFP	Backup Material
□ Social Service Funding Descriptions	Backup Material

**CITY OF RICHFIELD**  
**REQUEST FOR PROPOSALS FOR**  
**SOCIAL SERVICES**  
**2017**

The City of Richfield is seeking proposals for social services from non-profit agencies serving the City of Richfield. Funding parameters and priority goals for the purpose of making the best use of funds are as follows:

**Funding Parameters**

- ) Any non-profit organization is eligible to apply.
- ) Projects must serve Richfield residents.
- ) Services must be compatible with City functions and activities.

**Priority Goals**

Projects must address at least one of the following areas:

- ) Services for vulnerable senior residents.
- ) Services for individuals, families, teens and/or children at risk.
- ) Housing support services for low-income persons and persons at risk.

**Award Criteria**

Proposals must meet one or more of the following criteria:

- ) Demonstrated need of the proposed service for the targeted population.
- ) Compatibility with City functions/activities.
- ) Partnership and/or assistance with various City services (i.e., public safety).
- ) Efforts to serve low-income persons of all races/cultures/ethnicities.
- ) Demonstrated value to the community.
- ) Certified Non-Profit agency.

**Proposal's must be submitted by 4:30 p.m. December 30, 2016**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Proposals must be submitted by 4:30 p.m. December 30, 2016**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

### **PROPOSAL SUBMISSION INSTRUCTIONS**

The information requested in the attached Request for Proposals must be addressed in your proposal.

Submit **1 electronic copy** of your agencies proposal by **4:30 p.m. December 30, 2016** (**LATE PROPOSALS WILL NOT BE ACCEPTED**) to:

Lynnette Chambers  
City of Richfield  
6700 Portland Avenue  
Richfield, MN 55423  
[Ichambers@cityofrichfield.org](mailto:Ichambers@cityofrichfield.org)

Applicants may be asked to respond in writing to additional questions. The Richfield City Council will tentatively award contracts for services in January 2017.

Agencies awarded contracts will be required to sign a service agreement for calendar year 2017 and submit semi-annual reports on service outcomes.

***Please contact Lynnette Chambers at 612-861-9773 or [Ichambers@cityofrichfield.org](mailto:Ichambers@cityofrichfield.org) with any questions.***

**Proposals must be submitted by 4:30 p.m. December 30, 2016**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## CITY OF RICHFIELD

### 2017 REQUEST FOR PROPOSALS FOR SOCIAL SERVICE ASSISTANCE

Proposals for social services must include the following:

#### **PROPOSAL HEADING**

1. Agency name, address, contact person, and phone/fax/email
2. Amount of request
3. Brief description of service(s) provided
4. Identify priority area(s) you are addressing:
  - a) Services for vulnerable senior residents
  - b) Services for individuals, families, teens and/or children at risk
  - c) Housing support services for low-income persons and persons at risk
  - d) Other: Please Specify
5. Explain how the services you are proposing to provide will benefit the City of Richfield.
6. Explain any formal or informal partnership you have with the City of Richfield (i.e., assisting Public Safety through the services you provide, etc.)

#### **ADMINISTRATION**

1. Provide a mission statement for your agency.
2. Provide verification of your organization's non-profit legal status.
3. Indicate your **total agency budget** for 2017.
4. Indicate your **proposed project budget** for 2017. Itemize proposed expenses and describe as applicable. Indicate both proposed City funds and other funds to support the project.

#### **PROGRAM**

1. Describe service to be funded, including:
  - a) Brief statement detailing the service and how it is provided
  - b) Target population(s); estimated number of **unduplicated** individuals you plan to serve residing in the City of Richfield
  - c) Eligibility criteria and process
  - d) How clients are involved in the planning process for service
  - e) Desired client outcomes and methods of evaluating and measuring client progress (use attached "Proposed Outcome/Evaluation Methods" form)
3. Demonstrate the need for the proposed service.
4. Describe outreach efforts to target populations, including immigrant and low-income individuals.

***Please contact Lynnette Chambers at 612-861-9773 or [lichambers@cityofrichfield.org](mailto:lichambers@cityofrichfield.org) with any questions.***

**Proposals must be submitted by 4:30 p.m. December 30, 2016**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**City of Richfield Social Service Programs - 2017  
Proposed Outcomes/Evaluation Methods**

**Name of Applicant Organization:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
**Brief description of service(s):**

<b>Outcomes: State 3 to 5 measurable outcomes of proposed service(s) – <u>relate outcomes to client progress</u></b>  Outcomes indicate what result, benefit, or change would come from the service provided. Outcomes can be: 1) <i>initial</i> , such as increased knowledge, understanding, or skills; 2) <i>intermediate</i> , such as change in a specific behavior or attitude; or 3) <i>long term</i> , such as a change in the condition or status of people.	<b>Indicators: Describe methods of evaluating proposed outcomes – <u>how you will measure client progress</u></b>

## CITY OF RICHFIELD

### 2017 APPLICANT SERVICES DESCRIPTIONS FOR OTHER AGENCY DIVISION SOCIAL SERVICE FUNDING ASSISTANCE

Agency-Program	Description of Services
<i>Headway/The Storefront Group – Youth Counseling Program</i>	Provide counseling and support to families and children who are exhibiting risk-behaviors or are experiencing life stressors that put them at risk. All services are strength based, working to enhance family and individual strengths while reducing or eliminating self-defeating behaviors and other barriers to success. Services include Diversion Services to first-time non-violent offenders to reduce involvement in the juvenile justice system and Truancy Intervention services.
<i>Richfield R.E.A.D.Y.</i>	Richfield R.E.A.D.Y. provides youth scholarships, attendance motivators, a bilingual summer youth programs catalog, service provider events, and supports community and youth events/programs.
<i>TRAIL (Transportation Resource to Aid Independent Living) – Transportation Services</i>	TRAIL will provide transportation to Richfield adults with developmental disabilities, allowing them to attend customized recreation and leisure programs offered by Adaptive Recreation and Learning Exchange (AR&LE). AR&LE offers recreation, leisure and community education opportunities specifically designed to meet the needs of people with disabilities in the cities of Richfield, Eden Prairie, Edina and Bloomington.
<i>Cornerstone Advocacy Service – Crisis Intervention</i>	Funding is to support Cornerstone’s full continuum of services. Cornerstone provides comprehensive services for Richfield residents who have experienced domestic violence, sexual violence and human trafficking.
<i>Loaves &amp; Fishes – meals, referrals, and advocacy services</i>	Serves nutritious meals to the hungry in the areas that need it most. The ultimate goal is to provide nourishment through food and community. Loaves and Fishes operate two dining sites and a produce garden in Richfield: Hope Church (7132 Portland Avenue) and Woodlake Lutheran Church (7525 Oliver Avenue; the garden site is located at Woodlake Lutheran Church as well). Loaves and Fishes also provides meals and snacks for The Link in Richfield. The Link is a nonprofit youth program that links at-risk youth and their families to their inner strength through life skills, education, advocacy, supportive housing, and a dynamic network of social services to transform lives.
<i>The Family Partnership – Financial Achievement Program</i>	Provide services to low-income Latino immigrant and low-income families living in the city of Richfield to acquire knowledge and skills to thrive economically. The Financial Achievement Program provides a comprehensive financial literacy, tax preparation, and entrepreneurship program to assist low-income Latino individuals and families become more self-sufficient.
<i>Senior Community Services</i>	Senior Outreach provides service/case management and supportive counseling to frail older adults and their caregivers to help senior remain as independent as possible and to assist caregivers in providing care while maintaining balance in their lives.

<p><i>People with CAPES</i></p>	<p>Hold Parent Share meetings weekly (@ Hope Church after Loaves and Fishes meal) for the purpose of providing parent education, information which encourages and demonstrates healthy family relationships, communication skills, training, problem solving skills, emotional support and community building. Many times monthly meetings are dedicated to certain topics, such as: healthy foods, healthy kids, financial management, etc.</p> <p>The accompany childcare offers support in social skills, cooperation, and communication Also as an opportunity for the children to make choices as to whether they participate in group interaction with their peers or with children of other age groups. Toys, homework help, games and craft activities are all available to them.</p> <p>Beginning 2017 Kids @ Home families must attend 9 Parent Share meetings and have one home visits by a staff member from People with Capes in order to fulfill their requirement to remain on the Kids @ Home Program.</p>
<p><i>VEAP (Volunteers Enlisted to Assist People)</i></p>	<p>VEAP's Social Services program's primary goal is to prevent homelessness and other crises through services and assistance that re-stabilize individuals and families. License social workers provide professional social services – assessments, case management, referrals, advocacy, and various forms of emergency assistance – to address potential crises in housing, utilities, transportation and other needs.</p>